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Title: **Seminole County School Board and Seminole Education Association, Florida Education Association (FEA), National Education Association (NEA) (1997)**

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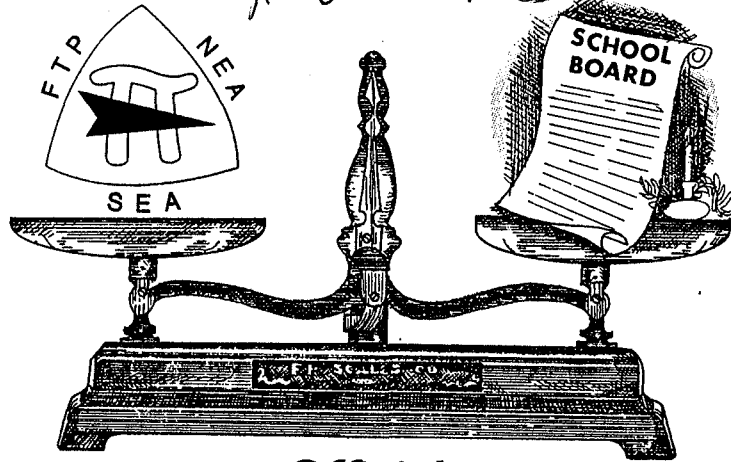
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# 830 763



Official  
Agreement between  
**SEMINOLE EDUCATION  
ASSOCIATION, Inc.**  
and  
**THE SCHOOL BOARD  
of SEMINOLE COUNTY  
Sanford, Florida**

July 1, 1997 - June 30, 2005

(Amended August 3, 1998)

(Amended August 10, 1999)



(Teachers)

3,000  
copies

SEMINOLE COUNTY  
PUBLIC SCHOOLS

13 / pages

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## **PREAMBLE**

The School Board of Seminole County, Florida hereinafter referred to as the "Board", and Seminole Education Association, hereinafter referred to as the "Association", confirm that:

WHEREAS, the bargaining agent for the Association and the chief executive officer of the Board have agreed to bargain collectively, and in good faith, in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit, and now, having reached agreement on all such matters, desire to execute this contract covering such agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining agent for all certified personnel whether on active status or on leave as certified by the Florida Public Employees Relations Commission Order Number 8H-RA-754-1001, as subsequently amended by PERC.

The bargaining unit shall include the following employees who are certified or awaiting certification:

Classroom Teachers  
Deans  
ESOL Teachers  
Audiologists  
Work Experience Follow-up Teachers  
Adaptive PE Specialists  
Vocational Teachers  
Drop-out Prevention Teachers  
Homebound Chair  
Staffing Resource Teachers  
Teacher-Tech Facilitator  
Homebound Teachers

Part-Time Teachers  
Guidance Counselors  
School Social Worker I  
School Social Worker II  
Exceptional Child Teachers  
Librarians (Media Specialists)  
Job Entry Coordinators  
School Psychologists  
Occupational Specialists  
Physical Therapists  
Occupational Therapists  
PreK Early Intervention Program Parent Facilitator  
ROTC Instructor  
Athletic Trainer

## **ARTICLE II DEFINITIONS**

Terms used in this Agreement shall be defined as follows:

Administrative Rules--That body of regulations adopted by the Florida State Board of Education to clarify and implement state statutes which relate to education in the State of Florida.

Agreement--The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

Appendices--Supplemental materials which are part of any article which refers to them.

Bargaining Agent--The employee organization which has been certified by the Public Employee Relations Commission as representing the employees in the bargaining unit as provided in F. S. 447.

Bargaining Unit--That group of personnel so defined in Article I, Recognition.

Certified Personnel--Those granted a license to teach by the Florida State Department of Education.

Certification of Bargaining Agent--Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Emergency--An emergency is a sudden or unexpected occurrence or combination of occurrences demanding prompt or immediate action.

Fiscal Year--July 1 of one year through June 30 of the following year.

PERC--The Public Employees Relations Commission created by Chapter 447, Florida Statutes.

Student Contact Time--That time when teachers are assigned control of students.

Teacher--When used in this Agreement shall refer to all certificated personnel represented by the Association in the bargaining unit.

Work Center--The place an employee normally reports for work.

Working Hours--Those specified hours when employees are expected to be present and performing duties allowable under the law and not in conflict with this Agreement. This does not include lunch break.

## **ARTICLE III ACADEMIC FREEDOM**

A. The Board and the Association agree that effective teaching is best promoted when each teacher is free to pursue in his/her class the most effective teaching possible within the accepted and established educational program of the district. Therefore, it is the mutual desire of the Board and of the teachers to create and maintain in the school system a climate in which teachers are free to teach and students are free to learn at their levels of comprehension; a climate conducive to open inquiry and responsible discussion of topics related to the

development of mankind ethically, culturally and physically.

B. The principle of academic freedom implies that a teacher must teach with an understanding and respect for the individuality of each pupil.

C. The teacher is entitled to freedom in the classroom in discussing his/her subject. In order to assure the general continuity, scope, and sequence of the established curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with the objectives of the course.

D. It is recognized that controversial issues arise from conflicts within the interest, beliefs or affiliations of large groups of our citizens. When controversial subjects arise in the classroom, the teacher shall exercise extraordinary care in engaging in discussion of these subjects. Before allowing or engaging in discussion of these subjects, the teacher shall be certain he/she has sufficient background in the area proposed for discussion.

#### **ARTICLE IV ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

A. The Board hereby agrees that every employee within the bargaining unit shall have the right freely to organize, join, and support the Association for the purpose of collective bargaining. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of rights conferred by this agreement, the Laws of Florida, or the Constitutions of Florida and the United States; that it will not discriminate against any teacher with respect to wages, hours, terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective bargaining with the Board, any grievance, complaint or proceeding under this agreement.

B. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, marital status or handicap. Membership in the Association shall not be denied to any teacher because of race, creed, color, religion, national origin, age, sex, marital status or handicap.

#### **C. Building Committee**

1. The teachers will have a building committee in each school which will consist of the following:

- a. The Association faculty representative,  
  
and
- b. Three to seven teachers nominated in a general faculty meeting and elected by a secret ballot vote of all the teachers of the faculty.

2. At the first possible time during pre-planning, the faculty representatives will conduct the above election of the additional committee members.

3. The committee will develop guidelines and procedures for the operation of such committee.

4. The committee will meet as needed but not less frequently than monthly with the principal to make suggestions related but not limited to the interpretation and application of this agreement. These meetings and suggestions will not bypass the negotiations or grievance procedures.

5. Written reports of such suggestions may be submitted to the Superintendent and the Association President.

D. The Superintendent and/or his/her designee(s) and representatives of the Association shall meet on at least a monthly basis regarding concerns of either or both parties. These meetings will not bypass the negotiation process or grievance procedure.

#### E. Membership Dues Deduction

1. Any teacher, who is a member of the Association or who has applied for membership, may sign and deliver to the District Administration via the Association an assignment card authorizing payroll deduction of uniform membership dues and political action contributions as established by the Association.

Such authorization shall continue in effect unless revoked at the teacher's request upon thirty (30) days written notice to the Administration and the Association, or upon termination of employment or death of teacher.

2. The Board is expressly prohibited from any involvement in the collection of fines, penalties or special assessments.

3. Each fiscal year the Association will certify to the District Administration, in writing, the amount of membership dues to be deducted.

4. The District Administration shall deduct such sum as authorized in twenty (20) equal standard payments from the employee's regular salary checks beginning with the first check in September.

5. Payroll deductions shall be made no later than the second paycheck after authorization has been received by the Payroll Department.

6. The deductions shall be remitted no less frequently than semi-monthly to the Association.

7. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of reliance of any lists, notice or assignment furnished by the Association as it applies to this section.

#### F. Use of Facilities

1. The Association's Building Unit may be permitted use of its school facilities for the purpose of conducting professional meetings.

Such meetings shall be arranged in advance with the principal of the school and permission shall not be unreasonably denied.

2. The Association's faculty representative and/or his/her designee shall be entitled to hold an association meeting not to exceed sixty (60) minutes for the purpose of contract familiarization for ratification before, during or after the teacher duty day except during a period of assigned duty.

A second meeting may be held later in the school year for the specific purpose of presenting the joint legislative positions of the Board and the Association for the forthcoming legislative sessions. Attendance at such meeting shall be voluntary. No meeting shall be scheduled without prior approval of school administration.

3. The Association, with the principal's consent, shall be permitted to use the school buildings for the purpose of holding Association meetings which include teachers other than those on the school staff, provided the Association bears the cost of janitorial services or damage due to negligence of the Association.

4. Further, such visits to the school centers shall not interfere with either the teaching duties or the instructional program as determined by the principal of that school. Such determination shall be grievable. The Association president will notify the administration of the school center at the beginning of his/her visit.

G. 1. Should the Association decide to have a full-time release president, the Board shall place this teacher in the status of teacher on assignment. The Board will continue to pay the president's regularly contracted

salary and benefits. The president shall continue to receive a step increase, if eligible, while on assignment.

2. The Association shall pay to the School Board the total cost of the average teacher salary and benefits used for budgeting purposes as determined annually by the District's Finance Department. Payment shall be remitted on August 1, December 1, and March 1 of each fiscal year.

3. Upon completion of the term(s) as president, the teacher shall be given his/her position in the same school. If this is not possible, he/she may be given a comparable position.

H. The Association shall be given a place on the agenda at the beginning of any large group staff development meeting occurring on the pre-school inservice day for the purpose of welcoming the teachers back for the new school year.

I. The rights and privileges of the bargaining unit, acting as the representatives of the teachers, as set forth in this contract shall be granted only to the said unit for the duration of this agreement.

J. Duly authorized representatives of the Association shall be permitted to transact official Association business for the maintenance of this contract, on school property, provided that this shall not interfere with or disrupt normal school operations. Duly authorized representatives of the Association shall be permitted to meet with members of the bargaining unit, on school property, during duty free lunch. The standard procedure for Association building visitations shall be notification of the administration by the Association representative(s) prior to his/her arrival and such visitation shall proceed upon mutual agreement between the administration and the Association representatives.

K. The Board agrees to furnish the Association, in response to reasonable request, available information concerning the financial resources and conditions of the

school district. Consideration and assistance will be given in providing information to the Association.

L. When the Association requests at least eight (8) days in advance of a stated meeting, an item(s) which it desires to be brought to the Board for consideration, such item(s) shall be placed on the agenda so as to be considered by the Board as early as possible during the proceedings of that meeting. Two (2) copies of the agenda shall be mailed to the S.E.A. office seventy-two (72) hours prior to each meeting.

M. An Association faculty representative shall be invited to make announcements at each building faculty meeting. The Tuesday of each month preceding the S.E.A. Representative Assembly shall be set aside for the S.E.A. faculty meeting, if needed, provided it does not interfere with the normal operation of the school. Scheduling for these meetings shall be discussed with the building principal. Attendance at any S.E.A. faculty meeting shall be strictly voluntary. The S.E.A. faculty representative or his/her designee shall chair this meeting.

N. Any involvement of the School Board into the private and personal life of an employee shall be of no concern of the Board unless there is evidence that such activities affect the job performance of the teacher. Any disciplinary action taken by the Board as a result of the above shall be consistent with the Florida State Statutes.

O. Upon written request by the Association staff or in the absence of the staff, the Association president, the Board shall furnish, at no cost to the Association, copies of any documents needed for the purpose of contract enforcement and negotiations. These documents shall include, but not be limited to, print-outs, materials contained in personnel files, letters, memos, School Board agenda packets, School Board policies, and other types of manuals as may be necessary. Copies of documents requested by an attorney or other outside legal representative will be furnished pursuant to School Board policy, governing law and statutes. Should the Association request information which would require the



creation of a program to produce the requested information, and the Board does not intend to utilize the information requested, the Association will be billed for the time of the employee who is assigned to create the program. Such billing shall be at the employee's regular hourly rate of pay.

#### **ARTICLE V CLASS SIZES, TEACHING LOADS AND ASSIGNMENTS**

A. To produce optimal results for both pupils and teachers, the classes should be appropriate to the intellectual/emotional needs of pupils, the skills of teachers, the type of learning desired, and the nature of the subject matter.

In making staffing pattern decisions, the administration shall give careful consideration to these factors, to the views of the faculty and the F.T.E. funds available for a particular school.

The Board and the Association agree that every effort will be made to keep class size at an acceptable level district-wide noted below:

K-3	25
4-6	30
Middle	30
High	30

Grievances filed on this matter shall not be grievable beyond Step II of the grievance procedure.

B. Class composition regarding grouping will be determined in each school by the administration with input, when provided, from teachers and/or guidance counselors.

C. No teacher will be regularly assigned to teach for more than four (4) consecutive teaching periods for secondary school or half (1/2) the teaching day for elementary schools without at least a ten (10) minute break (without students). A planning period, or duty-free lunch shall be considered a break.

D. Every effort will be made not to assign teachers outside the scope of his/her teaching certificate of his/her major or minor field of study. When the principal deems it necessary to make an out-of-field assignment, no teacher will be required to accept such an assignment until the principal has first sought a volunteer from within the school and same would be acceptable to the principal.

Such out-of-field assignment shall not result in an unfavorable evaluation due to the teacher's level of knowledge of content area.

E. Changes in assignment shall not be made without prior discussion with the affected teacher. When a teacher is required to change rooms and the change requires moving supplies, materials and equipment, the employee will be given one (1) day for preparation providing this room change(s) affects no more than five percent (5%) of the teaching staff at one time. Any teacher not receiving a paid day to move shall be awarded compensatory time as long as a substitute is not needed. This section does not apply to floating/roving teachers. Moving on weekends, vacations and holidays shall be strictly voluntary.

F. New approaches in staffing and scheduling that involve the length and/or number of class periods taught and/or the number of students in a given class will be determined in each school by the administration with input from the professional staff.

G. Reasonable effort will be made to keep teacher reassignments to a minimum, however, should a change be necessary, the principal will conference with the teacher whose teaching assignment might be changed for the ensuing school year prior to the end of post-school. In the event a teacher's teaching assignment for the ensuing school year will be changed and the teacher has been reappointed by the Board and has accepted reappointment, the teacher will be notified of the change prior to the end of post-school. In the event a change is necessary after post-school but prior to the first day of



pre-school of the following school year, the teacher will be notified as soon as practicable.

H. The school administration will make a reasonable effort to assign no more than three (3) different preparations per day to a secondary teacher, providing such assignment does not interfere or disrupt the school's academic program.

I. A teacher unable to perform the duties for a specific student field trip due to a physical or medical disability that is substantiated by a physician's statement shall be assigned appropriate duties to accommodate the disability.

If accommodations cannot be made to allow participation in the field trip which causes the teacher to remain on duty at the school site, the principal shall select a replacement teacher to cover the field trip.

## **ARTICLE VI COMMUNICATIONS**

A. The Association shall have use of the school system mail service, including teacher mailboxes, for communication to teachers with the following stipulations:

1. The Association will furnish and use their own courier envelopes.

2. Materials sent shall not be derogatory against the system, the Board, or the Administration.

3.a. The Superintendent, Planning Team Members, and the Chief Negotiator will receive a copy of any distribution made to a majority of teachers or group of teachers.

b. The principal or cost center supervisor will receive a copy of any distribution made to a majority of teachers within the building or cost center.

4. No material shall be sent through the courier, placed in mailboxes or posted on teacher bulletin boards which may be construed to be political in nature such as campaign literature; partisan positions; bumper stickers; candidate cards and flyers; political announcements and endorsements, etc. Legislative issues pending before the State Legislature and/or U. S. Congress shall be exempt from this position.

5. Violation of any of the above items may cost the Association its use of the courier system for the remainder of the contract. In the event the Superintendent determines there may have been a violation, the Association shall be notified and given ten (10) days in which to respond.

B. The Association office shall be a stop on the regular school system courier delivery route for a daily pick-up of pre-sorted, non-district-wide items and delivery of Association communication subject to the normal rules which apply to other work locations.

C. The Association shall be given access to a bulletin board, or a portion of one for its exclusive use in the faculty lounge or other areas frequented by teachers.

## **ARTICLE VII COMPENSATION AND EXPENSES**

A. Annual salaries for Bargaining Unit members employed for the full contract year are listed in Appendix C of this agreement.

B. Summer school teachers, teachers as advisors in summer inservice activity, and teachers employed on extended contract will be paid on an hourly rate, exclusive of supplemental pay, based upon preceding year's contractual status times the number of hours and days they work.

C. Supplementary pay positions shall be those as set forth in Appendix B of this agreement. All supplements will be paid in accordance to provisions set forth in Appendix B.

D. Teachers shall have the option of receiving their pay over the length of their contract period (the 10 month pay plan) or a 12 month period (the 12 month pay plan). Teachers selecting to be paid on the 10 month pay plan will receive bi-weekly installments over the number of pay periods which occur from the start date of their contract period through the pay period which includes the last day of their contract period. Teachers selecting to be paid on the 12 month pay plan will receive bi-weekly installments for 12 months beginning with the pay period in which the contract start date occurs.

1. Teachers who were not on the payroll during the previous school year will be placed on the ten month pay plan unless written notification of the selection of the 12 month pay plan is received in the Payroll Department by July 5th. Every employee in this category shall receive a written notice of this requirement. This shall include those on leave and new hires.

2. Teachers who were on the payroll during the previous school year may change their previous option provided he/she notifies payroll, in writing, prior to July 5th of the option desired for the coming school year. A written notification of this requirement shall be provided each employee with his/her final paycheck for the school year. Such option is irreversible for the fiscal year.

3. Payroll shall be distributed every other Friday. In the event a bi-weekly payday would occur on a paid holiday, employees will be paid on the duty day prior to the paid holiday.

Beginning with the 1998-99 school year, employees who elect to receive their pay over the length of their contract period will receive their final paycheck on the next regularly scheduled Friday payday following their last contract date provided the last contract day is not a pay day.

4. Summer school teachers and others employed beyond one hundred ninety-six (196) days shall receive their salaries at regular bi-weekly intervals as adopted by the Payroll Department.

5. The annual gross salary and each supplement gross amount will be listed separately on each paycheck in addition to the listing of the total gross and net.

E. Any teacher hired or transferred to another cost center after the end of pre-planning shall be given at least one (1) paid day to be used for preparation prior to assuming a teaching load. Those teachers who are involuntarily transferred will be given one additional paid day to be used for preparation prior to assuming a teaching load.

F. A teacher who is not provided with an automobile and who is authorized to use his/her automobile in pursuance of assigned teaching duties and/or non-curricular duties, shall be reimbursed at the rate allotted state employees in accordance with Florida Statute 112. The Board shall not require teachers to transport students in their own automobiles on school-related activities.

G. Except as otherwise stated in this agreement, regular deductions from the employee's compensation in amounts as equal as possible, shall be deducted from each installment.

#### H. Vocational Teachers

Credit shall be given for verified work related experience for pay purposes in the same amount as required for certification in that subject area taught by the teacher. Up to four (4) years additional work related experience shall be granted upon proper verification.

#### I. Prior Teaching Experience

1. Effective with the 1968-1969 school year, one (1) year of teaching service credit is granted for each year of verified service in a school or college in which a bachelor degree or higher, or certification is required and is approved, certified or regulated by a state or regional accreditation agency.

2. Credit shall not be granted for less than one half (1/2) of a contractual school year. The maximum

teaching service credit which may be brought into the county is sixteen (16) years.

3. Compensation for prior teaching experience will be awarded at the start of the school year in which verification of the prior experience was received and approved.

4. In the event an employee who has retired from the Seminole County Public School system and received an early retirement incentive returns to a teaching position in the District, he/she will be rehired at Step 1 only.

5. *Effective with the 1999-2000 school year, all new bargaining unit employees will be initially placed on Step 1 of the salary schedule. Additional credit may be awarded as previously described in Section 1. Individuals hired at Step 0 during the 1998-99 school year will move to Step 1 for the 1999-2000 school year.*

J. Up to two (2) years of service credit shall be granted for verified military service, prior to the expiration of the Selective Service Act, provided such service interrupted teaching or prevented the teacher from beginning teaching after having completed teacher training.

K. 1. In the event of a payroll error resulting in an underpayment to a teacher, the teacher shall be properly compensated retroactively. The retroactive period for back pay shall include the current year and up to a maximum of four (4) previous years.

The teacher shall receive the appropriate back pay, once this is brought to the attention of the Payroll Department and the error is verified, at the end of the next payroll period.

2. In the event of a payroll error resulting in an overpayment to a teacher, the teacher shall be notified in writing of such overpayment, noting the amount overpaid with an appropriate explanation. Repayment to the district shall be in a manner jointly agreed to by the Payroll Department and the employee, provided the total

amount is repaid within a period of time not to exceed the length of time for which the overpayment was received. Repayment will be required for the period including the current year and up to a maximum of four (4) previous fiscal years.

3. All inquiries regarding an individual's pay will be responded to in writing after review by the Human Resources Department and the worksheet will be filed in their personnel file. It is understood by all parties that any overpayment waiver will only be considered if an incorrect written response to an inquiry was issued to the employee by the Human Resources Department.

4. Should an employee not have sufficient leave for an absence that occurs after checks have been printed, the employee's next paycheck will be reduced for the unpaid leave.

L. Each teacher employed in the following area of additional assignment will be paid as follows:

1. Curriculum Revision - he/she will be paid at the rate of fifteen dollars (\$15.00) per hour for days worked.

2. Summer Inservice Institute Trainee - he/she will be paid an hourly rate based upon the preceding year's contractual status, with twelve dollars (\$12.00) per hour maximum times the hours worked not to exceed hours specified in the Department of Education approval.

3. Summer Inservice Institute Instructor - he/she will be paid an hourly rate based upon the preceding year's contractual status, times the number of hours and days worked.

4. Substitute Teachers (short-term) - Teachers on extended personal leave without pay, not to include those on leave for medical reasons, who serve as "short-term" substitute teachers (not more than 29 consecutive days) and teachers who substitute for their job sharing partner, shall be paid at a rate of seventy dollars (\$70) per day.

M. Any action to change a teacher from either continuing contract or professional service contract to annual contract shall not result in any reduction of compensation. Teachers employed in Seminole County subsequent to August 20, 1984, who have held a CC or PSC in another Florida County will be placed on the appropriate CC/PSC or CC-10/PSC-10 salary column based on verified experience, for pay purposes only.

N. Advanced Degrees

1. Salary adjustments shall be made for completion of advanced degrees earned during the school year upon receipt of the verification of the higher degree. The effective date of adjustment shall be the completion date of said advanced degree and in no case will precede July 1st of the fiscal year that request for upgrade was submitted in writing.

2. Teachers who are pursuing a specific, planned Doctoral degree from an accredited institution and within the college of education of that institution or a planned Doctoral degree with completed course work within the planned doctoral program resulting in an area of certification according to Florida Statutes and the certification area can be utilized in the District's education plan in an area of certification shall be compensated at the Specialist level, to be titled M30 in the salary schedule. The upgrade will be granted upon receipt of "Official Transcripts" documenting the thirty (30) semester hours of required course work towards said Doctoral degree or when specialization requirements are completed for an area of certification not to be less than thirty (30) semester hours into the planned Doctoral program. Courses used to obtain a Master's degree can not be counted towards the Doctorate M/30 requirements. The effective date of adjustment shall in no case precede July 1st of the fiscal year that request for upgrade was submitted in writing.

O. Calculation and Payment of Compensation

1. The annual salary as prescribed herein shall constitute the annual rate of pay for each position

provided the employee works the full contract year. The amount of compensation due for each pay period shall be determined by dividing such annual rate by the number of paychecks selected by the employee for the work year. Such amount shall represent the entitlement of the employee at the end of each pay period, provided the employee has been on duty or on eligible paid leave during each workday in the pay period and is employed for the full contractual year.

2. a. In the event an employee should terminate during the contract year or take leave of absence prior to and including up to completion of his/her contract, the employee's final paycheck will be calculated based on the number of days worked during the pay period in which his/her termination or leave of absence date occurs. The daily rate of pay for the final pay period is calculated by dividing the bi-weekly gross pay by 10. If said employee had selected to be paid over a 12 month period, any monies earned but not yet paid due to the 12 month pay plan, will be paid to the employee in his/her final paycheck.

b. In the event an employee should begin employment later than the first day required for the particular position, the employee will be paid for the number of days worked during the pay period in which employment begins. The daily rate of pay for the first pay period of employment is calculated by dividing the bi-weekly gross pay by 10. Thereafter, the employee will receive biweekly installments each pay period based on "paid over contract" bi-weekly set forth in the salary schedule.

c. In the event an employee who had previously elected to be "paid over 12 months" transfers into a position which results in a change of contract days, he/she will be placed on "paid over contract" basis.

3. In the event the employee has not been on duty or on paid leave for one (1) or more days, or fraction thereof, in the pay period, the compensation for that pay period shall be reduced for each hour not worked or

fraction thereof on the basis of the employee's hourly rate of pay.

4. Fiscal year end calculation - The Finance Department will activate a computer program that will calculate an employee's fiscal year payoff insuring that each employee is paid to their exact contract amount in their last regularly scheduled paycheck for the fiscal year.

P. When a middle school or high school teacher is requested by a school administrator to teach an additional period or weekly equivalent thereof in lieu of his/her planning period, and the teacher is in agreement, the teacher will be compensated \$3,000 a year or the prorated amount for the appropriate time taught as per supplement schedule, exclusive of other supplemental pay, as long as the additional period exists. In the event a teacher requests, in writing, to teach a sixth period without additional compensation and the administration approves, the request will be granted. This section is applicable to a maximum of five (5) teachers at any school.

Q. By March 15 of each year, the Payroll Department shall submit to the union via the Executive Director of *Human Resources and Governmental Relations* or his *designee* a listing including the date of the first check for each group within the bargaining unit and the proposed percentage of each check. If the proposal is acceptable, the union shall notify the Executive Director of *Human Resources and Governmental Relations* or his *designee* of same in writing. If the proposal is not acceptable, the SEA President, one other person selected by the President, and the SEA staff shall meet with the Executive Director of *Human Resources and Governmental Relations* or his *designee*, and the Supervisor of Payroll to discuss alternative proposals. Such meeting will take place within four (4) weeks of the notification to the Board that their proposal is unacceptable.

R. Except in an emergency situation, as determined by the school administration, teachers will not be requested

to leave their classroom to serve as an interpreter in a conference which concerns a student not assigned to that teacher's class. In cases where the teacher serves as an interpreter for students not assigned to their class rolls after the normal workday, the principal will provide compensatory time at a subsequent date provided it does not require the utilization of a substitute.

#### S. JROTC Instructors

JROTC instructors shall be paid in accordance with the teacher salary schedules based on the following calculation:

1. the military rate (minimum instructional pay) will be converted from 12 months to 10 months
2. an annual amount will then be determined which will be converted to the nearest appropriate step on the teachers' salary schedule at no loss
3. the next calculation will be to apply two additional steps above the no loss placement

Once placed on the schedule, using the above calculation, JROTC instructors will progress from year to year in the same manner as teachers progress.

If documented changes are provided by the military clearly delineating that the MIP (minimal instructor's pay) has been increased significantly and would adversely affect his/her present placement on the teachers' salary schedule, the district would then reevaluate the instructor's salary and adjust appropriately on the teachers' salary schedule.

T. A teacher whose car is vandalized while on *school board property during the performance of assigned duties* shall have up to \$100.00 of his/her actual damages paid by the Board. In order for the teacher to receive reimbursement, the teacher must submit a copy of the paid repair bill and the police report to the Risk Manager for approval. *A T-based employee whose primary job responsibilities involve home visitations will be covered by this provision during the performance of his/her assigned duties.*

U. Ten dollars (\$10.00) per hour/class period shall be paid to any teacher who, in an emergency situation, is assigned by an administrator/designee to take another teacher's class in the absence of a substitute. It is not the intent to use the assignment process to take the place of hiring substitutes.

#### V. Stipends for Inservice

1. An employee who attends district inservice programs that are conducted outside the regular duty day shall be compensated at the rate of \$50.00 for a six hour inservice and \$25.00 for a three hour inservice.

2. Attendance at an inservice conducted outside of the duty day shall be strictly voluntary.

3. Notification of inservice opportunities shall be posted in a prominent place, the location of which shall be made known to the faculty during pre-planning.

4. Application to attend an inservice shall be submitted to Staff Development in accordance with procedures defined by the Staff Development department.

5. Employees submitting applications for an inservice and who meet the established criteria contained in the inservice posting shall be selected to attend on a first come, first serve basis.

6. The School Board will supply the SEA with the total amount of funds expended for inservice stipends at the end of each school year. The SEA will also be provided with a list of teachers who attended inservice programs for stipends and their cost center numbers.

7. Stipends will be provided for all three or six hour District initiated inservice programs outside of the workday until the allocated funds in the stipend budget have been expended. Stipends will be provided for three or six hour school initiated inservices which are supported by grants. All other inservices will not have a stipend attached to them.

W. Newly hired employees will be required to attend up to two days of inservice prior to the first teacher workday (preschool) with no additional compensation. After the start of the school year, newly hired employees will be required to attend at least one additional day, but no more than two additional days with no additional compensation.

### ARTICLE VIII CONTRACT STATUS

#### A. Probationary Employee

New employees shall be considered probationary until the fingerprinting process is completed and a determination of compliance with the standards of good moral character is made by the District Professional Standards office. An employee who has completed his/her probationary period but whose fingerprints have not yet cleared shall remain on probationary status for fingerprints only; otherwise, the provisions for an annual employee shall apply.

#### B. Annual Contract Teachers

1. A teacher is an annual contract teacher until such time as he/she obtains continuing contract or professional service contract in the school district. Teachers employed on the annual contract basis are considered to be on a probationary status.

2. It is expressly understood and agreed that neither the annual contract teacher nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual teacher's contract regardless of the effectiveness or quality of a teacher's performance.

3. The District Human Resources Department shall compile a list of all annual contract employees who received no less than a "satisfactory" annual assessment for the current school year and were not recommended for renewal by their respective principals.

Said list shall be compiled by area of certification and listed in chronological order based upon continuous employment date.

The Superintendent or his/her designee shall make every reasonable attempt to place these teachers.

Placement shall be based on in-field certification, continuous employment date and no less than a "satisfactory" on the employee's most recent evaluation during his/her current continuous employment period with Seminole County.

When there is more than one non-renewed annual contract teacher with the same continuous employment date meeting the specified qualifications for a specific position, the principal shall select from among those who are qualified.

Nothing contained in this section shall prevent the administration from recruiting and employing critical area positions or members of the under-represented class.

4. This method of filling vacancies as described in Section B.3 above shall be implemented through the last day of the traditional pre-school. Anyone hired in this manner through this date shall not be considered to have a break in service.

5. A non-renewed annual contract teacher who refuses a position offered through the placement procedure above shall forfeit further consideration for being hired.

C. Dismissal of an annual contract teacher within the contract period must be for good and sufficient reasons.

D. 1. Prior to the Superintendent's recommendation to the Board of the instructional reappointments, principals/supervisors of the respective schools/cost centers shall notify teachers on annual contract, in writing, whether they will or will not be recommended for a contract for the ensuing school year. Any annual contract teacher who received notice that he/she will not

be re-employed for the following year shall have the right to a conference on this decision with the principal. Following this conference, a teacher may request a conference with the Superintendent. The teacher shall have the right of representation during such conference.

2. No later than three weeks after the end of the regular Legislative session, the Board will act on the Superintendent's recommendation of instructional reappointments. Within five (5) workdays of Board action, "Notice of Reappointment" forms shall be distributed to those annual contract teachers the Board reappointed. "Notice of Reappointment" forms for the purpose of accepting reappointment for the following school year shall be signed and returned to the principal by the annual contract teachers no later than five (5) working days after receipt of said forms.

E. If dismissal as referred to in "C" is not sustained the teacher shall be immediately reinstated and his/her back salary shall be paid.

F. Any dismissal or disciplinary action for continuing contract teachers or professional service contract teachers shall be for just cause in compliance with Florida Statutes.

#### G. Occupational Therapists and Physical Therapists

1. The term therapist as used in this section shall refer only to occupational and physical therapists.

2. Occupational and physical therapists shall be considered annual contract employees during the first three years of employment with the Board. This shall be considered a probationary period.

3. It is expressly understood and agreed that neither the therapist on annual contract status nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual therapist's contract regardless of the effectiveness or quality of the performance of the therapist.



4. Dismissal of a therapist during the probationary period within the contract year must be for good and sufficient reasons.

5. A therapist in his/her probationary period will be notified by the cost center supervisor on or before April 15 if he/she will or will not be recommended for employment for the ensuing school year. Any annually employed therapist who receives notice that he/she will not be reappointed for the following school year shall have the right to a conference on this decision with the supervisor. Following this conference, the therapist may request a conference with the Superintendent. The therapist shall have the right of representation during such conference.

6. If dismissal as referred to in "4" above is not sustained, the therapist shall be immediately reinstated and his/her back salary shall be paid.

7. At the end of the three-year probationary period, a therapist shall be considered a regular employee. Once an employee is considered a regular employee, all the provisions of Chapter 231.36 pertaining to professional services contracts shall apply to the continued employment, discipline and dismissal of a therapist, with the only exception being that the School Board will not issue a professional services contract, but will instead refer to therapists as regular employees.

8. Physical therapists and occupational therapists shall be required to maintain a current license as required by the Department of Education. Failure to maintain a valid license shall be grounds for termination of employment.

#### **ARTICLE IX CURRICULUM AND INSTRUCTION**

A. The Board shall determine the need and economic feasibility of providing a staff library in each school.

B. Before any formal Board consideration of extended school year plans, a joint committee composed of Board

representatives and Association representatives, shall be established to study such plans. The committee shall present a recommendation to the Superintendent for his consideration.

C. Teachers shall have the responsibility to determine grades and students' promotion in accordance with County Policy. When feasible, an administrative change in a grade or promotion shall not be made without prior consultation with the teacher. Whenever possible, a written copy of the grade/promotion change shall be given to the teacher to relieve the teacher of the responsibility of said grade/promotional change.

In the event of such an administrative grade or promotion change, a signed copy of the grade/promotional change shall be placed in the student's cumulative record folder.

D. The Superintendent has the responsibility for designating Curriculum Study Committees and the Association may submit names to the Superintendent for consideration of assignment to the study committees.

#### **ARTICLE X DAYS AND HOURS**

##### **A. Student Attendance Days**

1. No later than May of each fiscal year, the School Board will determine the opening date of school and the 180 pupil attendance days for the traditional calendar which would provide approved calendars one year in advance of the current school year. In planning the 180 day student calendar consideration will be given to the following priorities when feasible:

- a. A teacher workday at the end of every 9 week period
- b. The Wednesday prior to Thanksgiving as a non-attendance day
- c. A winter vacation of at least two full weeks duration
- d. A spring vacation of one full week in duration

- e. The traditional holidays, i.e., Labor Day, Martin Luther King, Jr. Day, President's Day, and Memorial Day.

2. Prior to such determination the Association shall have the opportunity to participate in any district committee set up for the purpose of preparing the traditional school calendar. The Association may present its recommendations of student attendance days at the Board meeting at which the calendars are presented.

3. Negotiations on the remainder of the calendar shall begin at the earliest mutually agreed upon time following the Board's determination of student attendance days.

B. 1. The Board and the Association will establish within the school calendar a minimum of two (2) days to be used as pupil/teacher make-up days in the event it becomes necessary to close school due to emergencies resulting from, but not limited to the following: acts of God; energy crisis; civil disorders; or, other unforeseen emergencies.

2. The make-up date(s) will be the first established make-up day following the emergency closing.

3. In the event the make-up date(s) is designated during post-school and it does not become necessary to utilize this designated make-up day(s), said day(s) will be considered as a post-school workday.

4. If it becomes necessary to make-up more days than that designated in the school calendar, or day(s) specified have passed, the Superintendent after consultation with the Association will present to the Board the date(s) to be used as additional make-up day(s).

5. The FTP/NEA Representative Assembly Day shall be a non-attendance day for students and teachers unless mutually agreed upon to be a make-up day. In such case the Association's representatives to the above

convention shall be granted personal leave pursuant to Leaves and Temporary Duty Article.

6. *Beginning with the 2000-2001 school year, the Board shall establish two student make-up/teacher workdays in the calendar, one in each semester, to facilitate making up emergency closings as described in Section B.1. above. The aforesaid days would result in an equivalent decrease in two pre-planning days. In the event either or both of the days are utilized for make-up for students, teachers will work the next available vacation day/non-workday within the same semester to fulfill his/her contractual obligation.*

*Beginning with the 2000-2001 school year, the Board shall establish one conference day within the 5<sup>th</sup> or 6<sup>th</sup> week of the first nine weeks of school in lieu of one post school day.*

C. Teachers shall be contracted for 196 days and shall work seven (7) hours per day exclusive of lunch, for 190 days as set forth in the school calendar. Teachers may be required to attend, without additional compensation, two (2) evening assignments involving parents and teachers as designated by the principal.

D. 1. During the regular school year, the regular lunch period for each teacher shall be no less than thirty (30) minutes in each workday, which shall be duty free, except in work centers where lunch is not available on the premises, no less than sixty (60) minutes shall be allowed. In work centers where the program will not permit a minimum thirty (30) minutes duty-free lunch, the teachers' workday shall be reduced by the amount of time lunch is not duty-free.

2. In situations where there is difficulty in providing duty-free lunch, the Building Committee and the Principal shall meet to develop a feasible plan, acceptable to the Principal, that would provide duty-free lunch. If such a plan is developed, the Principal and the Building Committee will present the plan for a vote at a pre-school faculty meeting. A vote of sixty-five percent (65%) shall be the determining factor for the ensuing year. It shall

not be necessary to vote annually if the plan followed the previous year was satisfactory.

3. Request will be made in May of each year for teacher volunteers to serve duty during lunch to assist with the supervision of the lunch program developed in D.2. above. If volunteers are not secured then D.2. above will be implemented.

4. Should staffing changes occur after May the plan may be revisited during pre-plan.

5. In the event that a feasible plan acceptable to both the building committee and the principal cannot be developed, the appropriate Executive Director will meet with the building committee and the principal to discuss any unresolved issues regarding duty free lunch.

E. The beginning and ending of the regular teaching day may be varied to meet local needs.

F. Elementary teachers who are assigned regular classroom instruction upon the commencement of the student day shall be given ten (10) minutes at the beginning of the teacher's day in which no administrative duties will be assigned. The purpose of this time is to set up class, run off materials and help students, etc.

G. Elementary school classroom teachers shall be given no less than forty (40) minutes per day or the weekly equivalent of forty (40) minutes per day for the planning and preparation of classroom work. The forty (40) minutes of scheduled planning time shall be continuous.

H. Secondary school classroom teachers shall be given one (1) period per day of the same length as a regular class period for planning and preparation of classroom work, or shall be given the weekly equivalent of one (1) period per day.

I. General faculty meetings shall be held no more than twice a month, except in cases of emergency and shall not exceed more than forty-five (45) minutes in length

beyond the normal workday. Whenever possible, notice and a written agenda will be given to all faculty members at least twenty-four (24) hours prior to said meetings.

*For the 1999-2000 school year only, with the exclusion of Wednesday, August 4<sup>th</sup>, which will be uninterrupted, teachers will be provided with the equivalent of one two (2) hour block of uninterrupted time on two (2) of the pre-planning days and the equivalent of one three (3) hour block of uninterrupted time on the remaining two (2) pre-planning days.*

*Beginning with the 2000-2001 school year, teachers will be provided with the equivalent of one (1) three hour block of uninterrupted time on one (1) of the pre-planning days and the equivalent of one (1) two hour block of uninterrupted time on two (2) of the pre-planning days.*

J. 1. The administration will endeavor to schedule ESE Staffing/Child Study Team meetings and/or IEP development meetings during the teachers' workday. In the event such meetings extend beyond the workday, the principal, will, whenever practicable, provide a shortened duty day at a subsequent date provided it does not require the utilization of a substitute.

2. Teachers shall be granted compensatory leave for one (1) day for involvement in parent/teacher conferences which extend beyond the normal workday. Said leave can only be taken during a non-student attendance day except for:

a) pre-school planning days

b) *one-half day during the year designated by the principal for staff development/in-service which shall be announced during pre-planning.*

A written statement certifying that the teacher conducted after hour parent/teacher conferences will accompany the compensatory leave request.

K. 1. For high schools, the three exam days at mid-year and at the end of the school year shall be designated as exam/early-release days for students.

2. For elementary and middle schools, the last three (3) days of student attendance will be designated as early-release days for students.

3. a. In the event early-release day(s) for students is determined by the Board, same will be included in Appendix D.

b. (1) Early-release on Wednesdays is to offer school staffs one (1) hour of uninterrupted time each week to work on school improvement. Three (3) early release Wednesdays will include scheduled staff development activities as well as in-depth work in analyzing Needs Assessments and the development of the School Improvement Plan. The remaining early release Wednesdays per month shall be unscheduled in order to provide time for committee work, team work (i.e., the development of integrated units), sharing from teacher to teacher, individual teacher planning, other school improvement activities and parent conferences for IEP's and AIP's, etc. During the months of *August*, *September*, *April*, and *May*, one (1) additional early release Wednesday will be designated for the development of AIP's in the middle and elementary schools. Every reasonable effort will be made to keep the Wednesday prior to the date grades must be completed/submitted unscheduled.

(2) The principal will meet with a committee composed of the teacher members of the SAC, the Staff Development representative, and an SEA representative to receive recommendations to determine dates, times, and utilization of three (3) scheduled Wednesdays each month. The Executive Director of Employee Relations will meet with the above committee to discuss any unresolved issues regarding the utilization or scheduling of these Wednesdays.

c. On student early-release days, instructional and planning time shall be reduced proportionately for that day.

d. With a minimum of twenty (20) workdays notice to teachers, a two hour staff development session can be scheduled on an early release Wednesday, provided teachers shall be dismissed an hour early on the next scheduled early release Wednesday. Teachers who notify the administration ten (10) days in advance of the staff development session concerning the inability to change second-job schedules, child care conflicts, college class conflicts, or medical appointments shall not be penalized for having to leave the two hour inservice early.

The Wednesday before Thanksgiving will not be used for a two (2) hour inservice.

L. In those years where the calendar, the administration's work schedule and an adequately staffed school make it feasible, teachers may choose to return from winter vacation a day early to accommodate new class loads and assignments in exchange for having their number of post-planning days reduced by one (1) day.

## ARTICLE XI DISCIPLINE

A. Each individual teacher shall be granted disciplinary authority over every student in his/her classroom in accordance with Florida Statutes and federal law. Disciplinary control of students' conduct in the classroom is the teacher's responsibility.

### B. Teacher Initiated Student Dismissal

The provisions which follow will be used to implement the teacher's right to remove a disruptive student from class as enacted during the 1996 Legislative Session. The parties agree that the provisions which follow will remain in effect pursuant to Florida Statutes, Chapter 232.271. Should the Florida Legislature enact legislation to delete,

change or otherwise affect the language in this provision the Board and the Union mutually agree to meet and address the issue of student discipline classroom procedures at the earliest time possible.

1. Teachers are required to submit a Student Discipline Referral (Form 835-E or Form 835-S) whenever a student is directed to the administration for disciplinary action.

2. Teachers must document the relevant facts of an incident that resulted in a student being directed to the administration for disciplinary action. This information is to be noted in the section reserved for Teacher Comments on Form 835-E or Form 835-S or written as an addendum to the referral.

3. In addition to following the prescribed discipline referral procedures, a teacher may prevent a student's return to class if the student becomes a chronic classroom disruption or creates a severe disruption in class.

4. As a practical matter, and as a safeguard for students and teachers, administrators should be given the opportunity to provide intervention assistance up to the level of assigning In-School Suspension or Out-of-School Suspension before a teacher declares his/her intention to permanently remove a student from class. However, there may be incidents which are so severe that the student may be barred from a teacher's classroom as set forth in paragraph 8.

5. Chronic Disruption is defined as the cumulative effect of a student's behavior repeatedly interfering with the teacher's ability to effectively communicate with the students in a class or with the ability of the student's classmates to learn. If a teacher decides to bar the return of a student to class based on the student being a Chronic Disruption in class, then the teacher shall:

a. have provided advanced written notice to the administration that the student is becoming a chronic disruption in class and he/she is in jeopardy of being

permanently barred from class if the behavior continues to be disruptive;

b. clearly note his/her intention to bar the student's return to class in the section reserved for Teacher Comments on Form 835-E or Form 835-S or by attaching a written addendum to the discipline referral;

c. submit a log/journal to the administration upon the student's removal from class documenting the number, nature and severity of the class disruptions, and the corresponding interventions utilized by the teacher to try to change the student's disruptive behavior.

6. The teacher's log/journal shall include:

a. the dates of disruptive episodes,

b. an objective description of each episode of disruptive behavior, and

c. a description of the corresponding interventions used by the teacher to modify the disruptive behavior; including documentation of prior notification being given to the student and the student's parent/guardian that the student is in jeopardy of being removed from the teacher's class for disciplinary reasons.

7. The teacher's log/journal shall be submitted to the administration and the Placement Review Committee as soon as possible but no longer than 24 hours from the teacher's declaration of intent to permanently remove the student from class.

8. Severe Disruption is defined as unruly, disruptive, or abusive behavior related to a singular event that seriously interferes with the teacher's ability to effectively communicate with the students in class or with the ability of the disruptive student's classmates to learn. If a teacher decides to bar the return of a student to class because of a Severe Disruption in class, then the teacher shall provide a written objective narrative describing the student's severe, unruly or abusive behavior and the teacher's corresponding efforts to de-escalate the student's behavior or defuse the situation.

This information is to be noted in the section reserved for Teacher Comments on Form 835-E or Form 835-S or written as an addendum to the referral.

The teacher shall also clearly note his/her intention to bar the student's return to class in the section reserved for Teacher Comments on Form 835-E or Form 835-S or attach a written addendum to the discipline referral.

9. Prior to the Placement Review Committee convening, the principal shall meet with the teacher to discuss the recommendation for permanent removal of the student from class and ensure that other reasonable alternatives have been exercised prior to taking this action.

10. Placement Review Committee

a. The Placement Review Committee shall minimally consist of:

1. Two teachers and two teacher alternates;

2. A staff member and an alternate staff member selected by the principal.

b. The teachers shall be elected by the faculty by secret ballot. The ballots shall be counted by the Building Committee.

c. The Committee shall meet at a mutually agreed upon time within the required time frame during non-student contact time.

d. Should a member of the Committee have a student in his/her class brought before the Committee for consideration, that Committee member shall be replaced by an alternate member from the same category in a. above.

11. No longer than 5 working days after a student's removal from a class, the Placement Review Committee shall convene to review the teacher's decision to bar the

student's return to class. The committee shall evaluate the:

- a. teacher's log/journal or incident narrative;
- b. student's academic record;
- c. student's attendance record;
- d. student's discipline record.

12. Upon review of the relevant information, the Placement Review Committee shall determine that the dismissed student will be:

a. permanently removed from the class of the teacher who removed the student; or,

b. returned to the class of the teacher who removed the student because such placement is the best or only alternative.

13. If a student is permanently removed from a teacher's class, the administration of the school retains the authority to make schedule adjustments or recommend placement of a student in an alternative program. The Placement Review Committee is not empowered to determine schedule adjustments or alternative program placement.

14. Neither classroom teachers nor a school's Placement Review Committee has the authority to permanently remove an ESE or 504 protected student from a class. This may only be accomplished through the IEP change in placement procedures that are outlined in the relevant federal law and described in the *Manual for the Admission and Placement for Exceptional Students* for the Seminole County Public Schools.

15. Professional Development Activities to Improve Classroom Management Skills: Any teacher who refers 25% of his/her class is required to complete professional development activities to improve classroom management skills. Observations required as part of this improvement plan shall be scheduled during the teacher

workday. If possible, attendance at inservices required as part of this improvement plan will be scheduled during the teacher workday. Observations of a teacher in accordance with the Assistance Plan required by Chapter 232.271 shall not be used as part of the teacher's formal evaluation, but shall be used for the sole purpose of providing assistance to the teacher. The data collected pursuant to the said Assistance Plan will be confidential information for use by the teacher and observer.

#### C. Student Discipline Records

Individual student discipline records shall be maintained by the administrator and the teacher. Such records shall be open for inspection by either party in accordance with Florida Statutes.

### **ARTICLE XII GRIEVANCE PROCEDURE**

A. The term "teacher" as used in this article shall mean one or more teachers.

B. All teachers shall have the right to a fair and equitable grievance procedure.

C. Each teacher has a right to this grievance procedure to be used for the settlement of disputes between the teacher and his/her immediate supervisor involving the interpretation or application of this agreement.

D. Whenever a teacher feels that there is a grievance, every effort should be made to arrive, on an informal basis with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, resort should be to the more formal procedure stated herein in an effort to resolve grievances. Grievances at Step I and Step II shall be conducted in private. The aggrieved teacher and the administrator shall have the right in such instances to request the presence of a representative. Nothing in this agreement shall be construed to prevent any teacher from

presenting at any time his/her grievance in person or by legal counsel as outlined in the Florida Statutes.

#### Step I

The employee shall submit to his/her principal or immediate supervisor a signed written statement of fact(s) on an official grievance form. Such statement shall be specific. Such grievance must be presented within a reasonable time, but in no event longer than fifteen (15) workdays after an employee should have been aware of the act or condition which is the basis of his/her grievance. In the event such an alleged act or condition occurs within the last two (2) weeks of the employee's contract year, the grievance must be presented within twenty (20) calendar days. Within ten (10) workdays of the receipt of the grievance in writing, a meeting shall take place between the principal or immediate supervisor and the grievant and, if either party desires, their representative. The principal or immediate supervisor shall respond to the grievant, in writing, within ten (10) workdays after the meeting and shall furnish copies thereof to the employee.

#### Step II

If the employee is not satisfied with the disposition of the grievance at Step I, the employee may appeal to the Superintendent or his designee within five (5) workdays after he/she has received the disposition of Step I.

Said appeal shall be written on the official grievance form and transmitted to the Superintendent or his designee in person or via certified mail, return receipt requested. Within ten (10) workdays after receipt of the grievance at Step II the Superintendent or his designee shall meet and confer with the employee with a view to arriving at a mutually satisfactory solution of the grievance. At the conference(s) the employee and the Superintendent or his designee may have his/her representative present. Absence of the Association's representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to



the persons who rendered the decision at previous steps. The principal or immediate supervisor and the Superintendent's designee may be present at the conference(s) to state his views.

The Superintendent/designee shall respond to the grievance, together with supporting reasons in writing via certified mail or in person to the employee, within ten (10) working days after the Step II conference. Those persons who rendered the decision at Step I shall also receive a copy of the decision at this step.

### Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association, within ten (10) workdays after receiving the decision of the Superintendent, may submit the grievance to arbitration by so certifying their intentions in writing to the Superintendent via certified mail, return receipt requested. The Association, within ten (10) workdays shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS).

Within ten (10) workdays of the receipt of that list the Association will meet with the Superintendent or his representative to select the arbitrator. The parties shall select an arbitrator by alternately striking names from the list. The Association, within ten (10) workdays from the selection of the arbitrator, will notify FMCS of the individual selected. The parties shall not be permitted, unless so ruled by the arbitrator, or otherwise mutually agreed upon, to assert in such arbitration preceding any evidence not previously disclosed to the other party prior to the proceeding. Both parties agree that the award of the arbitrator shall be final and binding provided same is in compliance with Chapter 682, Florida Statutes.

### E. General Provisions

1. Any grievance pending at the time of this agreement shall be processed to completion under procedures in effect at the time the grievance was filed.

2. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.

3. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

4. The losing party shall pay any fees and expenses of the arbitration step in this procedure. In those cases where there is no prevailing party, as determined by the arbitrator, the cost shall be borne equally by the parties, except that the party requesting reconsideration or rehearing shall bear the full expense of the arbitrator.

5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other capacity of either party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

6. Any teacher involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.

7. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.

8. All grievance steps and arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When such grievance meetings and conferences are held during school hours, all teachers who are required to be present shall be excused, with pay, from their normal duties.

9. All testimony and documents arising from grievance procedures will be filed separate and apart from other individual personnel records.

10. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.

11. In order to prevent the filing of a multiplicity of grievances where the grievance covers a question common to a number of teachers, it shall be processed as a single grievance, and shall contain the names of a representative number of known grievants.

12. Grievances arising at a level other than the building level shall be processed in the same manner as building grievances except that the grievance will be initiated with the appropriate county administrator.

#### F. Powers of the Arbitrator

It shall be the function of the arbitrator and he/she shall be empowered, except hereinafter provided, after due investigation, to make a decision in cases of alleged misinterpretation, or alleged misapplication of the specific articles and sections of this Agreement in accordance with Chapter 682 (Florida Arbitration Code) and Chapters 228-246 (Title XV, Education), Florida Statutes. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement. The parties agree that in such instance(s) the dispute entails the question of arbitrability or untimeliness the arbitrator will be selected to determine solely the question of arbitrability or untimeliness.

In the event the arbitrator finds the grievance is not arbitrable or is not timely, the Association will take no further action regarding the arbitrability or untimeliness of the grievance. If the arbitrator determines that the

grievance is arbitrable the grievant will proceed with the grievance at the applicable step.

### ARTICLE XIII HIGH SCHOOL CLASS PERIOD VARIATIONS

In the event the School Board determines that an optional seventh (7th) class period will be provided high school students, the following contractual variations shall apply:

A. The length of the class period and the number of days per week may vary according to local school option provided the teacher's schedule for a particular day will be continuous with the regular student day.

B. Teacher participation in teaching a sixth (6th) period class or a fourth (4th) period class on a 4 x 4 block schedule shall be voluntary based upon student need. When determining whether a volunteer request to teach a sixth (6th) class period will be granted, the principal will consider, but not be limited to the following criteria:

1. program needs
2. teacher qualifications
3. teacher certification
4. length of uninterrupted service teaching the requested subject area at that school site.

C. In order to continue an existing class in the event it becomes necessary for the teacher to be placed on extended leave or resigns, the principal may assign a new teacher when no one volunteers to replace that particular teacher.

### ARTICLE XIV INCLUSION

The Board and the Association agree to abide by the guidelines adopted in the "Seminole County Schools Least Restrictive Environment/Inclusion Task Force Report September 1994-April 1995." Any changes to these guidelines and/or their implementation shall involve ongoing discussions with the Association.

## ARTICLE XV JOB SHARING

### A. Definition

Job sharing is the employment of two employees to perform the duties and responsibilities for one particular job allowing both employees to work in a part-time (50%) capacity. However, job sharing shall not be considered as regular part-time employment for the purpose of this contract.

### B. Conditions for Job Sharing

1. Teachers wishing to job share shall be responsible for finding another appropriate certified teacher to be a job share partner.

2. The Department of Human Resources shall maintain a list of teachers who are willing to be a job share partner. This list shall contain the name, areas of certification and the school of each teacher.

3. To fulfill their professional responsibilities, the teachers who job share may be required, with advance notice by the principal or supervising administrator, to schedule joint conferences or to attend faculty meetings or inservice beyond the modified work schedule. However, regular attendance on a weekly basis to meetings held on early release days shall not be a requirement/expectation.

4. Annual contract teachers shall not be eligible to participate in the job sharing program.

5. Both teachers shall be involved in designated student activities, open house, parent conferences and other special events.

6. Job sharing participants may not accept outside employment in more than a part-time capacity.

### C. Approval for Job Sharing

1. Teachers wishing to job share must submit a written plan to the building administrator no later than April 1st of the year prior to the school year in which the job sharing will occur.

2. The written plan will include, but not be limited to:

- a) teaching responsibilities
- b) schedule of work hours and/or days
- c) planning time arrangements
- d) joint planning time arrangements
- e) procedures for parent conferences
- f) field trip proposals

3. Principal shall notify teachers of the approval or denial of the plan no later than the last day of April.

4. If the teachers and the principal/administrator cannot reach agreement, an appeal can be made to the appropriate Executive Director. The Executive Director may find a different worksite which would accept job sharing as part of the appeals process, however, a vacancy would have to be available to place the job sharing participants at an alternate worksite. The final determination of an appeal rests with the Executive Director.

### D. Duration

1. A job share agreement shall be for one school year.

2. Teacher(s) wishing to extend the job sharing arrangement beyond one year shall reapply by April 1st of each year. However, teachers who reapply shall not be required to submit a complete plan for renewal. A renewal plan shall only address areas of concern identified by the principal in consultation with the teachers. In the case of an administrative or worksite change, the teachers may be required to submit a complete plan for renewal.

3. All job sharing positions must be approved by the Board.

4. a) Should a teacher in a job sharing position wish to resign, it will be the responsibility of the partners to identify a certified teacher who meets the criteria set forth herein to replace the resigning teacher. A replacement must agree to all terms and conditions in the initial plan.

b) The principal/administrator must approve the teacher replacement.

c) Should no qualified and approved replacement teacher be identified, the remaining teacher shall assume the full-time position.

5. a) A teacher who does not intend to seek a job share renewal in a subsequent year shall notify his/her administrator no later than April 1st of the year in which the job sharing occurs.

b) A teacher who held a full-time position within the district prior to being employed in a job share position shall be returned to full-time status at the end of the job share position.

c) Whenever possible, the teacher(s) returning to a full-time position shall be placed in his/her original school, however, should no vacancy exist, the teacher will be placed in a comparable position.

#### E. Salary, Benefits and Leave

1. Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on Appendix C.

2. Personnel who have been employed in the district for two (2) consecutive full school years in a job sharing capacity shall be awarded one (1) year of paid experience on the salary schedule at the conclusion of the second year of employment.

3. The Board shall contribute one-half of the annual premium for group health and \$15,000 life/accidental death and dismemberment insurance for each employee. An employee may decline health benefits but shall not be entitled to the cash equivalent or any alternative benefit. Should one partner decline insurance coverage, the full premium for insurance as mentioned above shall be provided to the other partner.

4. Sick leave shall be granted at the rate of one-half (1/2) day per month (or the equivalent hours thereof) for each month worked.

5. Two days of personal leave (or the equivalent hours thereof) with pay may be charged against sick leave.

#### F. Substituting

When possible, each teacher will substitute for the other when absent. The teacher substituting shall receive the appropriate prorated substitute pay.

### ARTICLE XVI LEAVES AND TEMPORARY DUTY

#### A. Sick Leave

1. Any teacher, except for hourly employed homebound teachers, who is unable to perform his/her duty because of illness, temporary physical disability or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relatives or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent or his designee. A physical disability, substantiated by a physician, and connected with or resulting from a pregnancy may at the teacher's option, be charged to the teacher's accumulated sick leave. In this event, the Board may grant sick leave, for the period of time as designated by the physician provided the teacher has sufficient accumulated sick leave.

2. Each full time teacher is entitled to four (4) days of sick leave (or equivalent hours thereof) as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave (or the equivalent hours thereof) at the end of each month of employment provided that such leave shall be taken only when necessary because of sickness. Teachers who work less than full time will be entitled to sick leave on a pro-rata basis. However, no employee may earn during a fiscal year more than a total of one day of sick leave (or the equivalent hours thereof) for each month of employment. Such sick leave shall be cumulative from year to year. The Superintendent or his designee may require a certificate from a licensed physician or from the county health officer in cases of questionable use of sick leave.

3. Each teacher's unused accumulated sick leave hours shall appear on each payroll check. The posting of sick leave earned during summer employment shall be posted no later than the first paycheck in October.

4. Bargaining unit employees shall be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the District. Transferred sick leave shall be in addition to sick leave in which a staff member is entitled from this District. The transferred leave which is credited to an employee's account shall be at a rate equal to the number of sick leave hours earned annually with the District. It is the employee's responsibility to contact the other school district(s) or agency(ies) to request a transfer of sick leave.

5. If a bargaining unit member employed in the District interrupts service and subsequently returns to duty in the District without having transferred and used his/her accrued sick leave credit in another Florida school district, previous accrued sick leave shall become valid on the first day of contractual service.

## B. Illness-in-the-line-of-duty

1. Any teacher shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received in discharge of duty or because of illness from any commonly recognized childhood contagious or infectious disease contracted in school work as determined by immediate supervisor.

2. Leave for such teacher shall be authorized for a total number of hours not to exceed ten (10) school days during any school year for illness contracted, or injury incurred, for such causes as described above.

However, in the case of sickness or injury occurring under such circumstances as, in the opinion of the School Board warrants it, additional sick leave may be granted for such term and under such conditions as the School Board shall deem proper.

## C. Professional Leave

1. Professional leave is defined as leave granted to a teacher to engage in activities which will result in his/her professional benefit or advancement, including earning college credits and degrees and completing internships.

2. Extended professional leave is such leave extending for more than thirty (30) consecutive days.

3. Extended leave for professional development may be granted for a period not to exceed one (1) year to any teacher who has served satisfactorily and successfully in the district.

4. Teachers who request professional leave to occur during pre-school and/or post-planning to attend summer school classes and/or travel to the place where classes are to be held, may be granted five (5) days leave, with pay, provided no more than five (5) days, with pay, will be granted during one (1) contract year.

## 5. Sabbatical

Extended professional leave as a Sabbatical Leave for approved study, travel, or research may be granted by the Board to teachers who have completed five (5) years of service in the school district under the following conditions:

a. A sabbatical may be granted for one (1) school year or one (1) semester of a school year.

b. Such sabbatical must be previously approved in the District Inservice Master Plan.

c. Inservice Education Funds being available:

(1) Each year, one percent (1%) of the teaching staff who are eligible may be granted sabbatical leave, if requested.

(2) Each teacher on a one (1) year sabbatical leave shall receive teacher base salary for compensation. Each teacher on a one (1) semester sabbatical leave shall receive one half (1/2) of teacher base salary for compensation.

d. When a teacher receives compensation for a sabbatical leave, he/she agrees to return, immediately following the period of the leave, to the District and to teach for no less than two (2) years or repay the District the proportionate amount.

6. The decision of the Board to grant or deny a sabbatical leave shall be non-grievable beyond the second (2nd) step.

7. Application for a one (1) year or semester sabbatical leave must be submitted no later than February 1 of the year preceding the proposed sabbatical leave. Request for sabbatical will follow the normal leave request procedure.

## D. 1. Personal Leaves With Pay

a. Leave hours up to the equivalent of six (6) days for personal reasons with pay shall be allowed each year provided that such leave be charged to the teacher's accumulated sick leave and provided that such leave is non-cumulative. Employees requesting a short-term personal leave shall not be required to give a reason for taking leave. In the event that more than ten percent (10%) of the work force at a cost center requests personal leave on a given day, the principal may deny leave to those employees exceeding the ten percent (10%) figure on a "last applied-first denied" basis.

These hours cannot be granted immediately preceding or following a negotiated holiday or vacation or during the first five student attendance days and the last five student attendance days except in cases of emergency; to attend the graduation of a spouse, child, parent/guardian or self; to enroll a child in school or college; to observe a religious holiday; or, to attend a wedding of self or an immediate family member. In the event such personal leave with pay is denied by the immediate supervisor and the teacher feels that the request is justifiable, he/she may appeal the decision to the Human Resources Department and to the Employee Relations Department for a final decision.

b. The principal at his/her discretion may excuse the teacher for as much as two (2) hours without formal approval of leave. This discretionary time shall not remove the teacher from his/her pupil teacher contact hours with his/her class, except in the case of an emergency as determined by the employee's principal and provided personnel is available to cover the absence. (See definition of "emergency" in Article II). Such determination by the principal shall be non-grievable beyond Step II.

## 2. Personal Leaves Without Pay

Personal leave, without pay, short term or extended, may be granted a teacher. A valid reason must be given to justify personal leave.

a. Parental Reasons - A teacher may be entitled upon request, to personal leave to begin at any time after the birth of his/her child and one (1) year thereafter.

b. Adoption of Children - A teacher may be entitled, upon request, to personal leave, without pay, to commence at any time during the first year of adoption after receiving legal custody of an infant child or prior to receiving such custody, if necessary, in order to fulfill the legal requirements for adoption.

c. Political Reasons - A leave of absence without pay for a period of hours equivalent to twenty (20) consecutive days may be granted to a teacher upon request for the purpose of campaigning as a candidate for public office. If the teacher is elected to the office or appointed to an office, and the work of the public office would interfere with the task of teaching he/she may be entitled, upon request, to personal leave, without pay, for one (1) year, renewable annually at the discretion of the Board.

d. Other Reasons - Personal leave without pay may include but not be limited to: child care, medical reasons, religious reason, and illness in immediate family, Peace Corps, the overseas exchange teacher program, VISTA and other official governmental agencies. With the exception of those previously stated, the Board reserves the right to deny extended personal leave requests for teachers who leave the system to work in a paying job.

e. A teacher may be permitted, with approval of the principal, to take one (1) day of personal leave without pay either immediately proceeding or immediately following a negotiated paid holiday. There shall be no deduction of pay for the negotiated paid holiday.

#### E. Military Leave

1. A teacher may be granted military leave of absence provided that:

a. He/She is inducted into the Armed Services via the Selected Service Act or volunteers in lieu of induction.

b. He/She enlists in the Armed Services during the period our forces are engaged in combat.

c. He/She is recalled to active service from reserve status.

2. All teachers who are members of the United States Armed Services or National Guard shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they are engaged in active duty, field exercises or training in which they are so ordered. Paid leave for field exercises or training shall not exceed the hourly equivalent of seventeen (17) working days and paid leave for active duty shall not exceed the hourly equivalent of thirty (30) working days in one (1) school fiscal year.

#### F. Maternity Leave

A teacher may be granted maternity leave without pay for a period not to exceed one (1) school year at a time. Such leave shall commence on a date determined by the teacher in consultation with her doctor following notification of the Superintendent in writing.

#### G. Temporary Duty

1. Temporary duty is duty for the benefit of the school and generally initiated by the school or district office. Temporary duty shall not be used for Association business.

2. When mutually agreed upon, teachers may be assigned to be temporarily away from their regular duties of employment for the purpose of performing other educational services including participation in surveys, meetings, study courses, workshops, etc.



If leave occurs within the teacher's contractual period, the teacher shall receive regular pay and shall be allowed expenses as provided by state law and district regulation. Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.

3. On granting approval for attendance at any meeting or convention, the following criteria shall be considered:

a. The position and/or responsibility of the applicant in relation to his/her school and/or school system.

b. The value to the school system which reasonably may be expected from attendance and participation in the particular meeting.

c. Availability of funds designated for this purpose.

4. a. Approval for any in-state or out-of-state trips at district expense shall be obtained through the following channels: application for such leave by teachers in the elementary and secondary schools shall be made to the principal and is subject to his/her recommendations; and, leave request forms should be obtained from the principal and submitted for approval well in advance of the planned absence.

b. Leaves that are for out-of-state travel must be approved by the appropriate Executive Director prior to the effective date of leave.

c. Out-of-state meetings must be approved by the appropriate Executive Director prior to taking such leave in order for the teachers to be eligible for district reimbursement for travel expenses.

#### H. Jury Duty

Temporary duty with pay will be granted to a teacher who is summoned to serve on a jury, subpoenaed to

appear at a legal proceeding as a witness, if he/she is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the teacher's employment with the school district. Such leave must be requested and approved in advance. An employee who is excused from such service, prior to the end of the working day will be expected to return, when practical, to duty for the balance of the duty day. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation.

#### I. Family Medical Leave

##### 1. Family Medical Leave Act

All provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, known as the "FMLA," which is effective on August 5, 1993, and implementing federal regulations. In the event of conflict between this article and FMLA or its regulations, the FMLA and its regulations shall control.

##### 2. Definitions

The following definitions shall apply to this article:

a. Eligible Employee: The term "eligible employee" means an employee who has been employed by the School Board of Seminole County for at least twelve months prior to the time that FMLA leave is requested and who has worked for at least 1,250 hours during the twelve months immediately prior to the time that FMLA leave is requested.

b. Parent: The term "parent" means the biological parent of an employee or an individual who in fact acted as that employee's parent before the employee became a legal adult.

c. Son or Daughter: The term "son or daughter" means a biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18 years or is 18 years of age or

older and incapable of self-care because of a mental or physical disability.

d. Spouse: The term "spouse" means a husband or a wife as defined by the laws of the State of Florida.

e. Teacher: The term "teacher" means a person whose principal function is to teach and instruct students. It does not include auxiliary personnel such as guidance counselors, psychologists, or other persons who are members of the bargaining unit, but are primarily non-teaching employees.

f. Serious Health Condition: The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing care by a health care provider or one which prevents the employee from performing the essential duties of his/her job.

g. Academic Term: The school year shall be divided into two academic terms. The first term shall begin on the first student attendance day based on the employee's calendar and shall end at the completion of the first 90 days of student instruction. The second term shall end at the completion of the next 90 days of student instruction for the appropriate employee calendar.

h. Other Definitions: The definitions contained in FMLA, as explained in the applicable federal regulations apply to this article and shall be controlling in the event of conflict with any definitions herein stated.

### 3. Employee Eligibility

Any bargaining unit employee, who has been employed by the School Board for at least twelve (12) calendar months prior to the effective date of FMLA leave and who during that twelve (12) calendar month period has worked at least 1,250 hours (as determined by the employee's payroll records) shall be eligible for leave.

### 4. Reason for Leave

a. FMLA leave shall be granted to eligible employees for the following reasons:

1. to care for the requesting employee's child after birth or following placement for adoption or foster care;

2. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or,

3. for a serious health condition that makes the employee unable to perform the requesting employee's job.

b. FMLA leave will not be granted to care for a child after birth, or following placement for adoption or foster care for any period longer than one year from the date of the birth or placement of the child.

### 5. Leave Year

An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any fiscal year. The total amount of FMLA leave in any one fiscal year may not exceed twelve (12) weeks. In the case of FMLA leave taken on account of a serious health condition that makes the employee unable to perform the employee's job or to care for a parent, spouse, or son or daughter that has a serious health condition, the length of the leave may not exceed the duration of the serious health condition or twelve (12) weeks, whichever is the shorter period.

### 6. Use of Paid Leave

When an employee requesting FMLA leave has accrued sick leave, the employee shall be required to first use that earned or accrued sick leave prior to taking FMLA leave. When an employee on paid leave which was initiated as paid leave, requests to extend that leave by the use of FMLA leave, the employee shall be required to first use any remaining paid leave before going on FMLA leave.

## 7. Group Medical Insurance

a. The School Board shall continue an employee's group medical insurance in full force and effect during any FMLA leave, to the same extent as when the employee worked prior to taking FMLA leave. The employee will continue to be responsible for the employee's share of the cost of the insurance coverage while on FMLA leave.

b. An employee's health insurance coverage will be canceled if the employee is more than thirty (30) days late in paying the employee's share of the health insurance coverage provided during the employee's FMLA leave.

## 8. Recovery of Employer's Payments for Group Medical Insurance

a. If an employee fails to return to work after the employee's FMLA leave is depleted or expires, the School Board may recover its share of any premiums paid for the employee's health insurance while the employee was on FMLA leave unless: the employee fails to return to work because the serious health condition for which the employee took FMLA leave continues or reoccurs; because the employee suffers a different serious health condition; or, the employee does not return to work for reasons beyond the employee's control.

b. If an employee claims that he/she cannot return to work after his/her FMLA leave is depleted or expires, the School Board may require verification of the employee's continued or reoccurring health condition or onset of a new serious health condition or that of the family member whose condition was the reason for the employee taking FMLA leave.

## 9. Both Husband and Wife are Employees of the School Board

When both the husband and the wife are employed by the School Board the combined total amount of the leave

available for both of them, when the leave is to care for a newborn child or a child newly placed for adoption or foster care, is a maximum of twelve (12) weeks.

## 10. Notification of Intent/Need to Take FMLA Leave

An employee who is planning to take FMLA leave must give the School Board thirty (30) days notice before the expected start of FMLA leave if the leave is for the expected birth, placement for adoption or foster care of a child, or planned medical treatment for a serious health condition for the employee or a family member. If it is not possible for the employee to give thirty (30) days notice because of reasons such as a medical emergency, a change in circumstances, or because the employee cannot determine approximately when the leave will begin, the employee should give notice as soon as possible.

## 11. Medical Certification

a. Illness of a Family Member: When the employee is requesting FMLA leave for a serious health condition of the employee's spouse, child, or parent, the School Board may request that the employee provide a statement from the spouse's, child's or parent's doctor certifying that it is necessary for the employee to care for that person and stating the estimated time for which the care will be needed.

b. Illness of the Employee: When the need for FMLA leave is the serious health condition of the employee, the School Board may require that the employee's doctor provide certification of the condition for which leave is requested. The School Board may require a second and third certification by doctors that it selects, at School Board cost.

## 12. Periodic (Intermittent) Leave for Planned Medical Treatment

a. Periodic or intermittent leave may be taken when the employee, the employee's spouse, child, or parent has a serious medical condition that requires periodic

treatment or care and it is foreseeable that the employee will need short periods of time off.

b. Intermittent leave may be taken in blocks of one or more days or partial days, separated by blocks of one or more days or partial days of work. The need for intermittent leave must be certified as medically necessary by the employee's doctor or the employee's spouse's, child's, or parent's doctor.

c. An employee requesting intermittent leave must make every attempt to schedule the leave so as to not disrupt the operations of the School Board. The School Board may, during the time for which intermittent leave is required, assign the employee to an alternate position at equivalent pay and benefits if necessary to accommodate the employee's need for such leave.

d. The employee must give the School Board thirty (30) days notice of the need for such leave unless it is not possible to do so. In that case, the employee must give the School Board as much notice as possible.

#### 13. Leave More Than Five Weeks Before the End of Academic Term

If a teacher begins leave more than five (5) weeks before the end of an academic term, the teacher must remain on leave until the end of the academic term if:

- a. the leave will last for more than three (3) weeks;
- b. the teacher's return would take place during the last three (3) weeks of the academic term.

#### 14. Leave Less Than Five Weeks Before End of Academic Term

If a teacher begins leave less than five (5) weeks before the end of an academic term, the teacher must remain on leave until the end of the academic term if:

- a) the leave lasts more than two (2) weeks;
- b) the teacher's return would take place during the last two week period of an academic term.

#### 15. Leave Less Than Three Weeks Before End of Academic Term

If a teacher begins FMLA leave less than three (3) weeks before the end of an academic term for the birth or placement of a child for adoption or foster care or for the need to care for the teacher's spouse, child, or parent because of a serious health condition, and the leave lasts more than five (5) working days, the School Board may require the teacher to continue taking leave until the end of the academic term.

#### 16. Return to Employment/ Restoration to Position

Upon return from FMLA leave, an employee will be restored to the employee's position prior to leave or an equivalent position. If the employee is placed in an equivalent position, that position will be at the same pay, benefits and other terms and conditions of employment under the collective bargaining agreement and/or applicable School Board policy.

#### 17. Caution

This article does not set forth all of the provisions of the Family Medical Leave Act or the implementing federal regulations. Employees who are planning to take FMLA leave or who do take FMLA leave should notify their designated Personnel contact for a full explanation of the law as it applies to their FMLA leave request and to determine if they are eligible for FMLA leave.

#### J. General Provisions Governing Leaves

1. Application for leave and assignment for temporary duty must be made in writing and presented for approval ten (10) workdays prior to date leave is requested. In cases of emergency the ten (10) workday limit may be waived.

All requests for leaves must be signed by the teacher, recommended or not recommended by the principal, and granted or denied by the School Board or its designee. When leave requests are submitted prior to a ten (10)

day period the principal will give notification of this recommendation at least two (2) days prior to the date of the requested leave.

2. Any teacher who is willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge and forfeiture of tenure and all other rights and privileges as provided by law.

3. A leave once granted shall remain in force for the duration of the granted leave unless both parties, the teacher and the Board wish to terminate such leave.

4. Leaves shall be granted for no more than one (1) school year at a time. Leaves may be renewed for the succeeding year. With the exception of extended sick leave, leaves shall not be renewed more than one (1) time.

5. A leave granted establishes an employee/employer relationship during the length of said leave. Granting of a leave to an annual contract teacher during a particular contract year does not denote that he/she will be rehired. A valid teaching certificate must be maintained for a leave to remain valid.

6. A continuing contract teacher or professional service contract teacher returning from leave shall be given his/her position in the same school when he/she returns if leave termination coincides with termination of the school term. If this is not possible he/she may be given a comparable position.

7. Consideration for the same position in the same school shall be given to the continuing contract teacher or professional service contract teacher whose leave terminates during the school term.

If this is not possible or in the best interest of the educational program, the teacher will return under the conditions as stated in six (6) above.

8. Annual contract teachers returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.

9. Teachers returning from leaves of absence shall retain their contract status upon returning from leave and shall retain full credit for years of service prior to the leave.

10. Any teacher granted a leave of absence as provided in this article shall be given an opportunity to continue insurance coverages in existing school programs during the leave provided that full premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.

11. Leave granted on the request of an employee shall be for particular purposes or causes which are to be set forth in a written application for leave. The School Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used the administration shall have the authority to cancel the leave.

12. Specific leave other than sick leave may be refused if the employee's absence would cause undue hardship or interruption of vital school service.

13. Teachers who have been granted leave through the end of the school year shall, no later than March 10, notify the district office or work center head, in writing of their intent to return the next fiscal year, their intent to request an extension of the leave or a letter of resignation effective at the end of the leave.

The Board may consider that failure to comply with this requirement constitutes a resignation by default on the part of the teacher. However, the teacher may apply and be considered for re-employment by the Board. The administration agrees to furnish the Association a list of teachers who are on leave for the remainder of the school year as of February 20.

14. Leaves shall not be granted for a period of time which is less than a half-day of duty in the event an absence would remove the teacher from any of his/her pupil/teacher contact hours with his/her class.

An exception to this provision will occur in the event the teacher is granted discretionary leave as specified in D.1.b. of this article and further that a substitute has not been employed to cover such absence.

15. A teacher on extended personal leave, without pay, or sabbatical leave shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave of absence. However, a teacher on leave without pay cannot be hired in the school district in the position of a long term substitute (which shall be 30 or more consecutive days) or as an "As Needed" teacher while on such leave of absence. An employee who is on approved sick leave due to personal illness shall not be eligible to substitute teach.

16. Any employee returning to duty at the end of an approved leave which was granted for medical reasons may be required to present to the cost center supervisor a certificate from a licensed physician or the county health officer stating that the employee is physically capable of performing his/her duties.

#### **ARTICLE XVII MANAGERIAL RIGHTS AND RESPONSIBILITIES**

A. The Association agrees that the Board has the exclusive right and responsibility to formulate and set policy in accordance with applicable state regulations and laws of Florida and the United States of America.

B. The Association agrees that the Board has the exclusive right and responsibility to take whatever actions are necessary, within existing statutes and in this document, to fulfill the obligations of the Board in emergency situations.

C. The Association and the Board agree that this Agreement, or any part thereof, shall not be interpreted so as to abridge, or in any way usurp, the authority and power of the Board as established by constitutional provision or State Board of Education Administrative Rules or Statutes existing at the time of this agreement; and further, the Board and the Association agree that should any term or condition of this Agreement be found to be contrary to any constitutional provision or State Board of Education Administrative Rules or Statutes, in effect or enacted subsequent to the signing of this Agreement, be null and void.

D. The Association and the Board agree that this Agreement constitutes the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment, for the unit members covered by this Agreement and that the determination of any question with respect to wages, hours, and terms and conditions of employment not expressly covered by this Agreement shall be the exclusive right and responsibility of the Board subject to State Administrative Rules and laws of Florida and the United States and supersedes any previous agreements of practices, written or oral.

#### **ARTICLE XVIII NEGOTIATION PROCEDURES AND GUIDELINES**

A. All items relating to wages, hours, terms and conditions of employment stated herein are subject to negotiations in accordance with the Constitution and laws of the State of Florida.

B. In any negotiations described in this Agreement neither party shall have control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority vote of the Board and majority vote of those voting in the Bargaining Unit ratification vote. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. A committee with at least one (1) and no more than two (2) from each negotiating team will edit, lay out and design and select the order of the table of contents of a Master copy of the Agreement. The administration will provide each work center with a copy of the Agreement to be located in a place accessible to the employee. The Board shall give twelve (12) copies of the Agreement to the Association.

D. 1. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining article, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause. The deleted article, section, or clause, as well as any article, section, or clause so affected by the deletion shall be mutually rewritten within thirty (30) days unless extended by mutual agreement and in accordance with Chapter 447 Florida Statutes.

2. In the event the Florida Legislature enacts legislation that will affect terms and conditions of employment of members of the bargaining unit, the Association and the Board agree to negotiate the impact of said legislation.

E. Any matter not specifically covered by this contract but of concern to one or both of the parties may be brought up for negotiations during the contract period if both parties agree. Both parties agree to waive any and all rights to pursue through PERC and/or the courts a refusal by either party to mutually agree to open negotiations on matters not specifically covered by this contract during the contract period.

F. 1. If either party so desires to alter, renew or terminate this Agreement upon its expiration, a written notice must be submitted to the other party prior to May 15th of the year in which the agreement expires. If such notice is given, negotiations shall be initiated on or before June 1st.

2. When a multi-year agreement has been negotiated between the parties the following procedures will be followed to allow for bargaining reopener articles.

At any time subsequent to April 1 of any particular year either party may give written notice of its intention to open negotiations for an amended agreement for the subsequent year(s) on the following articles: up to three (3) articles chosen by the Association and three (3) articles chosen by the Board. Such articles will be exchanged simultaneously by the Association and the Board. If such notice is given, negotiations will be initiated on or after June 1st of the respective year. When such articles are opened for negotiations the existing articles will terminate on June 30 of the respective year. Such amendments will become effective on a date agreed upon by both parties.

G. If in the course of negotiations either party determines that the difference of position is so serious that further negotiations seem impossible of producing a satisfactory agreement, then said party may invoke the impasse procedure provided in Chapter 447 of the Florida Statutes.

H. The following guidelines will be used when the parties are engaged in active bargaining:

1. Each team shall be limited to not more than six (6) members present at the table at any one given time. Each team reserves the right to bring in consultants, when necessary. The Board's chief negotiator will provide a secretary who will furnish typed minutes to the Association's chief negotiator to be approved at the next session. Minutes to previous meetings shall be acted upon at the beginning of each meeting and initialed by each chief negotiator.

2. Each negotiating team is to designate its chief negotiator at the beginning of the contract discussion. Each party shall reserve the right to determine its chief negotiator and assistant negotiator. The assistant negotiator shall function as the chief negotiator in the absence of the designated chief negotiator.



3. An agenda is to be prepared for the next meeting. Items for the next agenda are to be mutually decided upon at each meeting for the succeeding meeting.

4. Neither negotiating team is expected to make a binding agreement without the expressed approval of the body the team represents. All tentative agreements reached will be initiated by the chief negotiator of each party. Two (2) initialed copies shall be retained by the Association and two (2) by the Board.

5. There shall be no ratification of specific sections of the contract by either the Bargaining Unit or School Board of Seminole County until complete agreement has been reached for the Master Contract, except in the event an issue is negotiated as a result of impact bargaining outside the regular negotiation period same will be subjected to a ratification vote by both parties.

6. These guidelines may be amended only by mutual agreement.

7. All proposals and counter proposals will be submitted in writing. Each team will furnish the other team at least ten (10) copies of all proposals and counter proposals.

8. Negotiations sessions will be held at mutually agreed upon times, dates and a mutually agreed upon site which provides for a central location, adequate meeting/conference rooms, appropriate facilities, safety and security and needed services for negotiations. Meetings may be canceled by either party serving notice on the other at least twenty-four (24) hours prior to the meeting. Canceled meetings may be scheduled for a later date, by mutual consent. Special meetings may be called by mutual consent.

9. There shall be an allowable grace period of fifteen (15) minutes for regularly scheduled meetings.

## ARTICLE XIX OTHER FRINGE BENEFITS

### A. Insurance Selection Committee

An Insurance Selection Committee of seventeen (17) members shall be established by the Superintendent. The purpose of the committee is to regularly study all aspects of the District's employee insurance programs, including application of the insurance trust fund monies, and make recommendations to the Superintendent.

The committee shall contain no less than five (5) bargaining unit members selected by the Association president. The Insurance Selection Committee may meet at least once a month during the duty day provided this time does not remove the teacher from his/her pupil/teacher contact hours with his/her class.

The first meeting of the committee will be held no later than September 30 providing the Association furnishes a list of members to the Board's Chief Negotiator on or before September 15.

### B. Health Insurance

The Board shall provide an insurance program for employees as follows:

1. a. For the 1999-2000 fiscal year only, the Board will pay one hundred percent (100%) of an individual single premium for any of the health insurance plans offered by the Board and selected by the employee. The coverage will be for twelve (12) month coverage (October 1, 1999 through September 30, 2000) for each employee who is working fifty percent (50%) or more of the full-time position. Those employees who are employed less than 50% and were hired prior to July 1, 1991, who have been provided an employer paid comprehensive health care program as an insurance benefit shall continue to receive said benefit as long as the employer/employee relationship exists.

b. In the event that an employee enters service after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's coverage until the end of the benefit year provided the employee shall remain employed until the end of the contract year in which he or she became employed.

c. All newly hired employees eligible for benefits have thirty days to select their benefits and to submit a completed enrollment form and applications to the District's Payroll/Benefits Department. The employee's insurance will be effective the first of the month following receipt of the employee's enrollment selections in the Payroll/Benefits Department. All newly hired employees with benefit coverage effective on or after October 1, 1994, and who select United Choice plan, will be subject to limitations for pre-existing conditions as outlined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The limitations for pre-existing conditions referenced in this section do not apply to an employee who was on a leave of absence and who maintains his/her health plan premium.

d. Effective July 1, 1994, any new hire eligible for healthcare benefits shall be placed on the United HMO healthcare plan of the Board's insurance program if that employee fails to make an election for insurance within the first 30 days of the position start date. These individuals shall not be eligible for the disability plan.

2. A school employee who is injured in the line of duty shall have his/her individual single premium, as specified above, paid by the Board until such time as a physician releases the employee to return to duty or until employment is terminated, whichever comes first.

3. When an employee who is on a sick leave of absence has used up his/her accrued sick leave days the Board will pay one (1) month's single member premium as stated above for the employee's Comprehensive Health program.

C. Employees hired prior to July 1, 1994, and who are eligible for benefits may elect to receive the Board provided Disability Income plan in place of coverage as listed in "B.1" above, provided the employee can show proof of medical coverage.

Employees hired on or after July 1, 1994, will not have the option to select the Disability Income Plan as a benefit.

#### D. Cafeteria Style Insurance Plan

1. The Board shall provide a cafeteria style insurance plan in accordance with Section 125 of the Internal Revenue Service Code. This plan is voluntary and all employees shall have the option to participate, provided such option is exercised during the designated enrollment period.

2. The optional benefits are: dependent health coverage, additional life, cancer, dental, short-term and long-term disability, hospital income protection and vision insurance. Once an employee has made a selection of benefits the employee may not change such selections during the plan year unless a change in family status occurs as defined by I.R.S. Rules.

3. The Board shall provide these additional options to the cafeteria plan:

- a. Dependent child care reimbursement accounts
- b. Dependent elder care reimbursement accounts
- c. Medical expense, flexible spending account. Employee's maximum contribution to this account is limited to \$2000.00.

#### E. Optional Insurance

A teacher at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

1. Dental Insurance
2. Disability/Income Protection
3. Cancer Insurance
4. \$35,000 worth of life insurance and accidental death and dismemberment coverage
5. Short-term and long-term Disability Insurance
6. Hospital Income Protection
7. Vision Insurance.

*The Insurance Committee will research the feasibility of increasing the optional purchase of additional life/accidental death and dismemberment insurance to an amount up to \$50,000 and the possible addition of long term care insurance.*

#### F. Enrollment Period

1. An "annual" enrollment period shall be held at a time mutually agreed upon by the District and the Association. During the enrollment period, any employee previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan upon providing proof of insurability. If the employee selects United Choice plan, the insurance carrier may decide to accept the employee into the plan subject to limitations for pre-existing conditions as outlined under HIPAA. During the enrollment period, dependents previously eligible for benefits who had not enrolled in one of the Board provided healthcare options will be permitted to enroll in such a plan upon providing proof of insurability.

2. No changes in the insurance selection will be made by the employee during the year except for changes such as marriage, divorce, death, additions or deletions to family.

3. a. In the event an employee withdraws participation in a particular plan, he/she will not be allowed to reenter the plan during the fiscal year. Reentry into the plan subsequent to the close of the fiscal year is dependent upon satisfactory completion of the plan's re-enrollment requirements.

b. Upon return from a Board approved leave without pay and after having failed to pay the insurance premium, in accordance with this agreement, that employee shall be entitled to a single coverage health plan during the remainder of the benefit year provided the employee maintains an employee/employer relationship with the Board, however, if the employee selects the United Choice plan the employee will be subject to limitations for pre-existing conditions as outlined under HIPAA. The single coverage will be reinstated on the first of the month following the employee's return to active duty.

c. Should an employee return from leave and after having failed to pay the premium for dependent coverage, and the dependents are able to prove insurability, the dependent coverage shall be reinstated on the first of the month following approval by the carrier.

G. The Board shall provide \$15,000 life and \$15,000 accidental death and dismemberment insurance for all employees who are eligible for benefits.

*At the next occasion for an RFP, the Insurance Committee will request estimates for the cost of \$15,000 and additional units of \$5,000 up to a total of \$30,000 of life and accidental death and dismemberment insurance. The committee shall utilize this information in the formation of a proposal for the Board's consideration.*

#### H. Insurance Trust Fund

All monies in the insurance trust fund shall remain in the fund. All monies in the insurance trust fund, including interest earned on investments, will be used for the support of direct costs of insurance benefits for employees.

#### I. Retired Employees

Employees retiring shall be allowed to purchase the group health and medical insurance policy adopted by the School Board at the Board rate.

Premiums for the group health and medical policy will be payroll deducted from the employee's monthly State Retirement paycheck, provided said retirement paycheck is sufficient to cover the premium deduction.

If the monthly retirement paycheck is not sufficient to cover the premium deduction, the retiree will be billed on a monthly basis by the Board.

#### J. Worker's Compensation

1. Worker's Compensation is available to employees with work related injuries. Insurance is provided by the Board in accordance with Florida Statutes, Chapter 440. Employees who are injured while working shall report same to his/her immediate supervisor as soon as possible following the incident.

2. Should an employee who is injured while on the job use all of the 10 days (or the equivalent hours thereof) provided for injury and/or illness in the line of duty and it is necessary for the employee to go on worker's compensation, the employee shall be given the option of using his/her available accrued sick leave to cover 1/3 of each day of worker's compensation absence.

3. At the time of each new injury or as soon as the employee's illness or injury will allow, an employee will be required to complete the appropriate form indicating whether or not the above referenced offset provision will be used. An employee may change his/her election only once during the course of each absence due to a job-related illness/injury.

4. Should an employee elect to utilize sick leave to offset the worker's compensation benefit, one-third (.3333) of a day (or the equivalent hours thereof) will be charged against the employee's accrued leave balance for each day of worker's compensation absence. The employee's biweekly gross pay will reflect a reduction of the remaining 2/3 of a day's pay for each day of worker's compensation absence. The worker's compensation payments, pursuant to Florida Statutes,

will be sent directly to the employee by the District's carrier. Such deduction shall be made for regular workdays and paid holidays until all accrued leave is used or the employee is able to return to work, whichever occurs first.

A delay may occur in reporting worker's compensation absentee data. Therefore, a final adjustment of pay (+or -) will be made to the employee's first regular paycheck following his/her return to duty.

5. Payment to the employee will be made on the first regularly scheduled payday for the employee, provided that the election form is received in payroll no later than one week prior to the regularly scheduled payday. If this timeline is not met, the employee shall be paid no later than the next regularly scheduled payday.

6. Paychecks issued to employees as referenced in J.4 above will include deductions for any applicable taxes, garnishments, or authorized payroll deductions previously recorded for said employee, provided the amount of pay is sufficient to cover such deductions. Should the amount of pay not be sufficient to cover all deductions, the pay will be distributed to cover deductions to the extent possible based on the following priority:

- a) Applicable taxes
- b) Garnishments (i.e., levies, child support, writs)
- c) Insurance benefits
- d) Annuities
- e) Professional dues
- f) Credit Union
- g) United Way

#### K. Employee Assistance Program

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance for personal problems affecting job performance.

#### L. Tax Sheltered Annuities

When requested by the employee, payroll deductions for tax sheltered annuities participation and/or deferred compensation will be provided by the Board. The handling of said deductions will be at no cost to the employee.

#### M. Payroll Deductions

1. All payroll deductions provided for in this agreement, with the exception of Association dues, will be in equal installments in direct proportion to the number of installments that the employee's salary is paid.

2. In cases where the open enrollment period extends beyond the cut-off for the first payroll period, payroll deductions will be evenly distributed beginning with the second pay period.

#### N. Credit Union

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employee. Enrollment periods for the above will be at the employee's request with sufficient notification to the Payroll Department. Such deductions shall be transmitted within two (2) workdays of the pay date to the Credit Union.

#### O. Direct Deposit

1. The Board agrees to electronically direct deposit employee's paychecks, to a qualified financial institution, provided the employee individually authorizes the Board to do so. It shall be the employee's responsibility to complete the direct deposit authorization forms.

2. Authorization forms for direct deposit shall be available at all worksites and at the District Payroll Office. Direct deposit will be effective no later than thirty (30) business days (workdays for District Office employees and bank employees) following the receipt of

the correctly completed authorization form in the District Payroll Office.

The authorization form shall allow the employee to direct monies to the bank of his/her choice, via the automated clearinghouse in the amount of his/her choice in compliance with Banking Regulations.

3. If an employee participates in the School Board's Direct Deposit program and is reported absent without pay in the final week of a pay period, every effort shall be made by the Payroll Department to deduct such absences from the current pay period's check prior to balancing the payroll. In the event, the deduction for absences cannot be applied prior to balancing, the Payroll Department is hereby authorized to automatically deduct such overpayments from the paycheck immediately following the pay period in which said absences occur. The Payroll Department will send written notification to each affected employee of said dollar amount to be deducted. Such written notification will require the employee's signature as acknowledged receipt of the information and must be sent to the employee within three working days of the payday in which the overpayment occurred.

4. Effective July 1, 1994, all new hire employees must participate in the School Board's Direct Deposit program.

#### P. Retirement Terminal Pay

1. Upon official retirement, an employee will receive terminal pay for unused sick leave hours multiplied by 50 percent of the employee's hourly rate of pay.

In the event the employee has hours which total in excess of the equivalent of 120 accumulated sick leave days, excluding sick leave transferred into Seminole County, and providing the employee has in excess of 12 years of service in Seminole County, the employee will receive terminal pay for unused sick leave hours at the hourly rate of pay multiplied by 75 percent times the number of hours of accumulated sick leave for that

number of hours in excess of the equivalent of 120 accumulated sick leave days.

2. Upon the death of an employee, his/her beneficiary will receive terminal pay for unused sick leave hours in an amount determined as follows:

a. During the first 3 years of service in Seminole County, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave.

b. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.

c. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 45 percent times the number of hours of accumulated sick leave.

d. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.

e. During and after the 13th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 120 days or hours equivalent thereof inclusively and 75 percent times the number of hours of accumulated sick leave in excess of 120 days or hours equivalent thereof excluding sick leave transferred into Seminole County.

3. Official retirement will mean the filing of an application to the Department of Administration, Division of Retirement for full or reduced benefits.

4. To be eligible for the benefit, the staff member must have been employed by the School Board of Seminole County at the time of the retirement or death.

5. The Deferred Retirement Option Program (D.R.O.P.) will be made available to those employees who meet the criteria as established by action of the 1997 State Legislature. D.R.O.P. will operate as prescribed by law. Pay-out for unused sick leave will be made upon termination.

## **ARTICLE XX PERFORMANCE-BASED-PAY**

A. In order to meet the requirements of the 1997 Legislative session, the parties have agreed to the establishment of the Performance-Based-Pay Plan (PBPP) which is contained within this article. Participation in segments 1-3 shall be voluntary.

*In order to meet the requirements of the 1999 Legislative Session, the parties agree to form a committee to study merit/performance pay alternatives and recommend such a plan to the Superintendent. The committee will initially meet no later than September 1, 1999, and complete their work by May 31, 2000. Committee membership shall consist of six bargaining unit members selected by the SEA president (2 from each level), the UniServ Executive Director, the SEA president, the Executive Director of Human Resources and Governmental Relations, the Director of Employee Relations, an Executive Director from Elementary Education, the Executive Directors of Secondary Education (middle and high school), and a principal from each level.*

*A sub-committee comprised of Board and SEA representatives will meet jointly with parents and business community members to seek input on performance pay issues/concerns prior to the initial meeting of the Performance Pay Alternative Committee and before the final recommendations are formulated by this committee. The sub-committee will be comprised of the Executive Director of Human Resources and Governmental Relations, the Director of Employee Relations, the UniServ Executive Director, the SEA president, and six parent/business representatives. Two parents and two business representatives will be*

*selected by the Superintendent and one parent and one business representative will be selected by the SEA. The six parent/business representatives must not be current employees of the Board.*

#### B. Segment 1 Perfect Attendance Bonus

1. All bargaining unit members will be paid \$100.00 for perfect attendance for each quarter of the 1999-2000 school year as designated below. To be eligible for the \$100.00 bonus, the employee must be on duty for the entire workday each day during the quarter, exclusive of temporary duty, jury duty, personal leave to observe documented traditionally recognized religious holidays or personal leave to attend a Seminole County high school graduation of a son or daughter. This payment shall be subject to appropriate taxes. Teachers who are employed half-time or in job share positions who qualify for the bonus shall be eligible for a \$50.00 bonus.

2. The quarters for 1999-2000 shall be as designated below:

##### 1999-2000

*First Quarter: August 2nd - October 13th ( 51 days)*

*Second Quarter: October 14<sup>th</sup> - December 20<sup>th</sup> (46 days)*

*Third Quarter: January 4<sup>th</sup> - March 10<sup>th</sup> (46 days)*

*Fourth Quarter: March 20th - May 26<sup>th</sup> (47 days)*

#### C. Segment 2 Stipends for Inservice

1. An employee who attends district inservice programs that are conducted outside the regular duty day shall be compensated at the rate of \$50.00 for a six hour inservice and \$25.00 for a three hour inservice.

2. Attendance at an inservice conducted outside of the duty day shall be strictly voluntary.

3. Notification of inservice opportunities shall be posted in a prominent place, the location of which shall be made known to the faculty during pre-planning.

4. Application to attend an inservice shall be submitted to Staff Development in accordance with procedures defined by the Staff Development department.

5. Employees submitting applications for an inservice and who meet the established criteria contained in the inservice posting shall be selected to attend on a first come, first serve basis.

6. The School Board will supply the SEA with the total amount of funds expended for inservice stipends at the end of each school year.

7. Stipends will be provided for all three or six hour District initiated inservice programs outside of the workdays until the allocated funds in the stipend budget have been expended. Stipends will be provided for three or six hour school initiated inservices which are supported by grants. All other inservices will not have a stipend attached to them.

#### D. Segment 3 National Board Certification

1. Any teacher, who chooses, may apply for National Board Certification, following the application procedure established by the National Board.

2. A teacher who chooses to apply shall be eligible to receive the monies allocated and funded by the 1998 Florida Legislature under Florida Statute 236.08106 as prescribed therein.

a. A teacher shall receive an amount equal to 90% of the registration fee, but not more than \$1,800 when:

1) the District certifies that a teacher has demonstrated satisfactory teaching performance pursuant to Florida Statute 231.29,

2) the teacher has satisfied the prerequisites for participation in the certification program,

3) the teacher agrees in writing to pay 10 percent of the participation fee, and

4) the teacher agrees to participate in the certification program during the year for which the registration fee is provided.

b. A one-time portfolio preparation incentive of \$150.00 will be paid during the school year in which the registration fee is paid.

c. A teacher who holds National Board Certification shall receive an annual bonus equal to ten percent of the prior fiscal year's statewide average salary for classroom teachers as long as that teacher is employed by the District and the District certifies annually that the employee has demonstrated satisfactory teaching performance pursuant to F.S. 231.291.

d. An annual bonus, equal to ten percent of the prior fiscal year's statewide average salary for classroom teachers, will be paid to a teacher who meets the requirements of paragraph c. above, and agrees, in writing, to provide the equivalent of twelve (12) workdays of mentoring and related services to teachers within the District who do not hold certification by the National Board. Credit may not be granted for mentoring that occurs during the regular school day or for mentoring during the regular 196 days of required service.

3. A teacher who receives the certification fee referenced in D.2.a. above and who does not complete the certification program or does not teach in a Florida public school for at least one year after completing the certification program must repay the amount of the certification fee to the state. The exception to this would be death, disability or other extenuating circumstances established by the State Board of Education.

4. A teacher who completes the certification program but fails to be awarded the certification shall not be required to repay the certification fee if the teacher teaches in a Florida public school for one year after completing the certification program.

#### E. Segment 4 Performance-Based-Pay

Teachers who receive an unsatisfactory annual assessment will not receive a step (increment) increase for the subsequent year on the salary schedule.

## **ARTICLE XXI PERSONNEL FILES**

A. The personnel file of a teacher shall be maintained according to the following provisions:

1. Upon request, the teacher or any person designated in writing by the teacher shall be permitted to examine the personnel file.

2. The teacher shall be permitted conveniently to reproduce any materials in the file at a cost no greater than five (5) cents per page.

3. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension or dismissal under laws of this State, no derogatory materials relating to a teacher's conduct, service, character or personality shall be placed in the personnel file of such teacher.

B. A copy of materials to be added to a teacher's personnel file shall be provided to the teacher either:

1. By certified mail, return receipt requested to his/her address of record; or

2. By personal delivery to the teacher. The teacher's signature on a copy of the materials to be filed shall be proof that such materials were given to the teacher, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

C. When a teacher, in writing, requests the Superintendent to conduct an informal inquiry regarding material placed in his/her personnel files, the Superintendent or his designee shall commence the investigation within ten (10) workdays. The official making the inquiry shall append a written report of his findings to the material within fifteen (15) workdays after the conclusion of the investigation.



D. The term "personnel file", as used in this article means all records, information, data, or materials maintained by the Board in any form or retrieval system whatsoever, with respect to any of its teachers which is uniquely applicable to that teacher, whether maintained in one or more locations.

## **ARTICLE XXII POLITICAL ACTIVITY**

A. All teachers shall have entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in their respective capacities.

B. The right of all teachers to work and to vote for the party, candidates, and issues of their choice shall never be questioned, abridged, or denied.

C. All teachers shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, or other things of value, and from engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

D. Use of political material for instructional purposes in the classroom is not forbidden, but each teacher must be accountable that his/her presentation is open minded, fair, responsible, and respectful of the differing opinions of others.

## **ARTICLE XXIII PRE-SERVICE AND STAFF DEVELOPMENT**

### **A. Pre-Service Training**

1. The parties recognize that students are entitled to be taught by fully qualified teachers while at the same time recognizing a professional responsibility to assist in the preparation of student teachers. Supervising

teachers of student teachers shall be assigned by the principal on a voluntary basis.

2. No supervising teacher shall accept and supervise more than one full-time teaching intern per school year. Any remuneration or benefit received by the district for accepting such a student teacher shall be paid or given in full to the supervising teacher.

### **B. Staff Development**

1. Staff Development is defined as a program designed to increase the competencies needed by instructional personnel in the performance of their assigned duties. The teaching profession shall have the responsibility for providing information to make the Staff Development program meaningful and relevant.

2. Teachers required to attend staff development shall not be required to complete homework assignments. However, teachers choosing not to do the assignments shall not be eligible to receive inservice points if said assignments are an integral part of the staff development activity.

## **ARTICLE XXIV PROFESSIONAL SPECIALISTS**

The Board agrees to employ professional specialists according to the needs of each school as determined by staffing procedures with the involvement of teachers, guidance counselors and administrators pursuant to Federal Law and Regulations, State Law and State Board Regulations.

## **ARTICLE XXV PROMOTIONS**

A. 1. Whenever a vacancy shall occur in any district level promotional position in the school district for which certification is required, the Board shall publicize the same by giving written notice to the Association and by providing for appropriate posting in all schools. The posting shall clearly set forth a description of the required

qualifications for the positions, including duties, job description, years of service, salary, procedure of interview, and the procedure for judging merits of the applicants. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five (5) working days prior to the last day on which applications will be accepted. The Board shall notify each applicant of the disposition of his application for a position.

2. If the administrative vacancy occurs, transfers may be made within the management team without necessarily advertising. After transfers are complete, then any remaining positions shall be declared vacant and advertised as above.

B. The Board agrees to give equal consideration to hiring personnel currently employed by the Board for administrative positions whenever possible, if they are qualified.

C. This article is non-grievable beyond Step II of the grievance procedure.

#### **ARTICLE XXVI REDUCTION IN FORCE**

A. In the event the Superintendent determines that the district-wide instructional staff needs must be reduced or a particular type of teacher service will be discontinued on a district-wide basis, the Association will be notified by the Superintendent in writing with an explanation of the reasons for such reduction in force at least fifteen (15) days prior to the Superintendent's submission of his recommendation to the Board for final Board determination. The Board shall not be arbitrary or capricious in determining the need for a reduction in the instructional staff.

B. In the event the Board determines that the district-wide instructional staff will be reduced, or a particular type of teacher service will be discontinued on a district-wide basis, normal attrition shall be used first and then the following procedures shall be implemented:

#### **1. Lay-Off**

a. The Board shall determine the number of/and secondary school subject area positions and the number of elementary school positions which will be eliminated. After such determination has been made, the Association will be notified.

b. The order of lay-off of teachers employed in those positions identified in 1.a. above shall be based on length of uninterrupted service in the school district. Uninterrupted service shall include Board approved leaves of absence, however, such leaves will not be considered time worked. The continuing contract/professional service contract teacher having the longest uninterrupted service in the district shall be the last to be laid off.

Where length of service is the same, the continuing contract/professional service contract teacher with the highest qualifications, efficiency, compatibility, character, and capacity to meet the educational needs of the community within his/her subject or grade level will be retained. Where length of service and the above qualifications are the same, the continuing contract/professional service contract teacher with the best performance record in the opinion of the administration in his/her subject area or grade level will be retained. A seniority list in accordance with this paragraph shall be prepared by the Board and a copy thereof given to the Association.

#### **2. Recall**

a. The Board shall determine the subject area positions in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.

b. Continuing contract/professional service contract teachers shall be recalled first in inverse order of lay-off. Should a recall occur within a contract year, annual contract teachers who have been laid-off during

the contract year shall be called in inverse order of lay-off.

c. No new teachers shall be hired in a laid-off teacher's subject or grade level until all certified and fully approved laid-off teachers from that subject area or grade level have been recalled or have declined or failed to accept recall. No new teachers will be hired in any subject areas or grade levels before teachers who are laid-off from other subject areas or grade levels who may be qualified and who possess the necessary certification have been offered the position have declined or failed to accept the position.

The provisions of this section shall not apply to annual contract teachers beyond the expiration of their contract, unless they have been reappointed for the ensuing year in which case they will remain on the recall list for the ensuing year.

d. For purposes of this Article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to this Agreement.

e. Within fifteen (15) days of the mailing of a letter of recall, if the letter of recall is post-marked on or before July 31, and within ten (10) days of the mailing of such letter, if the letter is post-marked on or after August 1, a teacher shall notify the School District Human Resources Department in writing whether he/she will accept re-employment. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right of recall.

Each teacher shall notify the School District Human Resources Department in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at the last address recorded in the School District Human Resources Department.

f. Teachers will be removed from the lay-off list in the event they have not been recalled within a three (3) year period following lay-off.

### 3. Accumulated Leave

In the event of lay-off pursuant to this section, a teacher's seniority will remain unbroken and his/her accumulated leave days shall not be canceled but shall remain credited to him/her pending his/her return to a teaching assignment in the district.

Teachers on a lay-off list shall not be prohibited from seeking and accepting gainful employment elsewhere and shall not be terminated for that reason except on written request of the teacher.

4. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.

## ARTICLE XXVII SATURDAY SCHOOL HIRING PROCEDURES

If an administrator opts to employ teachers as Saturday School monitors the following procedures will be followed:

1. All teachers will be given an opportunity to volunteer to serve as a monitor;
2. The principal shall select from the teachers on the list.

## ARTICLE XXVIII SUBSTITUTE TEACHERS

In the case of absence the administration shall provide qualified substitutes for regular classroom teachers. Providing qualified substitutes for teachers in special areas shall be left to the discretion of the principal, however, the principal will make every effort to procure available substitutes for P.E., art and music. Efforts will be made not to assign class coverages during the teacher's planning time.

**ARTICLE XXIX  
SUMMER EMPLOYMENT VARIATIONS**

In the event the School Board determines the normal 5-day workweek will be compressed to a 4-day workweek during the summer, the following contractual variations shall apply:

A. The work week shall be in accordance with the student attendance calendar as adopted by the School Board including one (1) additional workday for pre/post planning.

B. Full-time summer school teachers will be employed for six (6) hours and fifteen (15) minutes per day worked, which will include at least a ten (10) minute duty-free break, as close as possible to the middle of the workday.

C. Full-time summer school teachers shall be given at least thirty (30) minutes per day for planning and preparation of classroom work, or shall be given the weekly equivalent of thirty (30) minutes per day for the week.

**ARTICLE XXX  
SUMMER INSERVICE INSTITUTE**

In the event a summer inservice institute is approved by the Department of Education or the School Board and State funds for same are appropriated through a specific appropriation or grant, the Board and the Association agree to the following:

**A. Days and Hours**

1. The workday for institute trainees will not exceed eight (8) hours, exclusive of lunch. The workday for institute trainees will include:

a. At least a ten (10) minute duty-free break for each morning or afternoon session.

b. Where lunch period is appropriate, no less than thirty (30) minutes or no more than sixty (60) minutes will be allowed.

**B. Institute Planning**

1. The Institute Planning and Selection Committee, which shall be comprised of a majority of classroom teachers selected from the Teacher Education Center, shall be responsible for selecting applicants who will participate as institute trainees.

2. Effort will be made by the administration to provide appropriate facilities for program offerings.

**C. Instructors**

1. Instructors will be selected by the administration from a list of certified teachers who voluntarily apply to teach.

2. Application forms for instructors shall be transmitted to all schools by March 1. Teachers shall return applications to the Staff Development Office by March 15. The selection of instructors shall be completed by April 1.

3. Instructors will be allowed up to twenty-one (21) hours of pre-planning. The time may be utilized between the regular school year and the time immediately preceding the institute as determined by the administration.

4. The duty day for instructors who are assigned to work both morning and afternoon sessions will be eight and three-fourths (8 3/4) hours, exclusive of lunch, which will include the following:

a. A duty-free break during each session of at least ten (10) minutes.

b. A lunch period of no less than thirty (30) minutes or no more than sixty (60) minutes.

c. One (1) hour and fifteen (15) minutes of preparation time.

5. In the event an instructor is assigned to work only one (1) session, morning or afternoon, of the institute, the workday shall be four and one half (4 1/2) hours, exclusive of lunch, which will include the following:

- a. A duty free break of at least ten (10) minutes.
- b. Forty (40) minutes of preparation time.

#### D. Institute Trainees

1. Participation by bargaining unit members will be on a voluntary basis.

2. Criteria for selection of institute trainees shall be that which is established in the inservice institute plan as proposed by the Teacher Education Center and approved by the Department of Education.

3. Application forms for Summer Institute Trainees shall be transmitted to the schools for distribution to teachers by March 15. Teachers shall return the application forms to the Staff Development Office by April 1. The selection and notification of trainees shall be completed by May 1. A list of alternate trainees for each subject area shall also be developed by the committee and maintained in the Staff Development Office for substitution in case of dropouts.

#### E. Compensation and Pay Date

1. Compensation for instructors will be listed in Article VII, Compensation and Expenses.

2. All compensation earned during the institute will be paid on the last day of the institute providing the same occurs on the District's regular pay date. Otherwise, the participant will receive the compensation check on the next district's regular pay date following the last day of the institute.

#### F. General Provisions

1. Instructors and trainees will accrue sick leave in accordance with Florida Statutes.

2. The inservice institute will operate Monday through Thursday as determined by the Board. The institute will not operate the week of July 4th.

3. Personal leave with pay, professional leave or temporary duty shall not be granted to employees participating in the inservice institute.

### ARTICLE XXXI SUMMER SCHOOL HIRING PROCEDURES

A. Pursuant to Chapter 447, Florida Statutes, the School Board will determine the school sites for its operation of the summer school program.

B. Summer school teacher application forms shall be made available to teachers in each school no later than May 1. Application forms shall include blanks for teachers to list their areas of certification, years of experience, and blanks for desired summer school centers.

C. Effort will be made to place middle school teachers into middle school summer classes and high school teachers into high school classes. Those teachers with dual certification may be used at either level.

D. Effort will be made to fill summer school teaching positions with in-field certified teachers.

E. Applicants for summer school positions must have worked during the previous year in Seminole County or must have been recommended for appointment the ensuing year, except in the situation where a particular course must be taught and no Seminole County teacher, who is certified in the particular field, has made application for summer teaching employment.

F. Teachers shall be paid a summer school day's salary if they are requested to report to work in the summer session and there are not enough students to justify the continuance of the class.

G. 1. Summer school sites shall be posted at each work site no later than May 1 of each year.

2. Summer school hiring shall be based upon the following factors: area of certification, "satisfactory" previous year's annual evaluation, years of experience in the county, years of experience in the school, teaching experience in the subject and level for which the teacher has applied, and past experience as a summer school teacher.

3. Each summer school teacher will be evaluated by the cost center supervisor or designee. A teacher receiving an unsatisfactory evaluation would be ineligible for summer employment for the following summer session.

H. Principals will endeavor not to require summer school teachers to sacrifice planning time to supervise students who must make up time due to absence.

I. The Board agrees to the following procedures during the summer school sessions:

1. One-half (1/2) a summer school teacher day will be provided for pre-planning.

2. One-half (1/2) a summer school teacher day will be added to the end of the last student attendance day for post-planning.

3. Teachers hired after the pre-planning day will receive only the post-planning one-half (1/2) day as per Section 2. above.

4. Elementary schools will have one full day of pre-planning instead of the above.

## ARTICLE XXXII SUPPORT OF TEACHERS

A. Absence due to injury and disability as a result of an assault by students or non-students on school property or off school property, when the teacher is on school business shall not be charged against the teacher's sick leave days. The Board shall continue his/her salary and benefits for the duration of the teacher's absence provided it does not exceed ten (10) workdays.

However, in the case of injury and disability occurring as a result of assault as the opinion of the School Board warrants it, additional emergency sick leave may be granted for such term and under such conditions as the School Board shall deem proper. If Workers' Compensation is paid to the teacher while the teacher is receiving a salary, the teacher shall return the Workers' Compensation to the School Board.

B. In case of assault, battery, or injury suffered by a teacher which is not due to any negligence on the part of the teacher during the performance of his/her duties thus causing damage to his/her personal property, i.e., clothing, glasses, and other personal items, the Board may make equitable financial adjustments with the teacher under such conditions as shall be considered appropriate by the Board.

## ARTICLE XXXIII TEACHER EVALUATION

A. The parties agree that the primary objective of evaluation is the assessment of the teacher's performance of duties and responsibilities, so as to improve the instructional services in the Seminole County schools.

B. It is agreed that the procedures for assessing the performance of duties and responsibilities of all teachers will be consistent with Florida Statutes.

C. In addition to the statutory requirement, the Board and the Association agree to the following:

1. Teachers will be familiarized with the forms and procedures to be used in their formal observation and assessment.

2. Only the principal and/or his/her designee shall serve as teacher evaluators. Any person included in the Association's bargaining unit shall not be required to evaluate other persons included in the same bargaining unit.

3. All monitoring or observing of the work performance of a teacher shall be conducted openly.

4. All annual contract teachers shall be formally observed in the classroom (or the appropriate area if they are not a classroom teacher) at least once a semester during the teacher's employment. Each formal observation shall be for no less than thirty (30) minutes.

5. a. Continuing Contract/Professional Service Contract teachers will be evaluated once every three (3) years as per present contract procedures:

1) a classroom formal observation must be completed by May 1st (Form #571)

2) within five (5) workdays of the observation, a post-observation conference will take place

3) the annual assessment will occur prior to the last day of post-school.

b. Unless otherwise notified, for the next two (2) years, a form signed by both teacher and administrator will be used confirming that the teacher has successfully met the assessment criteria as specified in Florida Statutes 231.29. This form meets contract language concerning observations and annual assessment. Teachers who are to be evaluated using this form shall receive it no later than May 1st of each year.

c. A teacher who is assigned or transfers to a different cost center shall be evaluated through the procedures outlined above (5.a.) regardless of where he/she was in the three year cycle at his/her previously assigned school. After the first year at the new

assignment the teacher may be evaluated using the procedure in 5.b. above.

d. Should an administrator identify an area of concern in the teacher's performance at any time in the three year cycle, the normal evaluation procedure as delineated in the collective bargaining agreement, which shall include the use of the regular Board approved evaluation form #571, shall be followed.

6. Within five (5) school days after each formal observation the evaluator shall hold a post-observation conference with the teacher to discuss the written report of the observation.

7. The report shall contain an appraisal of strengths and deficiencies with recommendations and suggestions for correcting any noted deficiencies. It is understood that corrections of said deficiencies are the teacher's responsibility.

8. Only the evaluator(s), the teacher, and one (1) observer chosen by each may be present during the conference to discuss the formal observation.

9. Required classroom observation(s) and conference(s) to discuss the formal observation as mentioned above shall be completed by April 1 for annual contract teachers and May 1 for continuing contract teachers. This provision does not prohibit additional classroom observations from occurring after said dates.

D. An annual assessment pursuant to Florida Statutes will be completed no later than the last day of post-school each year. Any teacher receiving an unsatisfactory on their annual assessment shall have been notified of such deficiency on a previous general assessment or observation report at least fifteen (15) days prior to the teacher's annual assessment.

E. An observation, general assessment, or annual assessment shall be considered "satisfactory " when it

contains no rating of "improvement needed" or "unsatisfactory."

#### ARTICLE XXXIV TRANSFERS AND VACANCIES

##### A. Transfers

###### 1. Voluntary

a. Teachers may initiate a request in writing for transfer to any vacancy in the District. Said request shall be sent to the Human Resources Department with a copy submitted to the administrator of the present work center. The transfer request form shall include a description of prior experience and areas of certification.

b. All teachers meeting the qualifications who wish to transfer (with no "unsatisfactoriness" on their most recent evaluation and who have been recommended for reappointment for the subsequent year) will be guaranteed an interview for a vacancy that is being advertised which is not replacing a teacher on leave. Positions will be advertised stating if the position is vacant due to a leave.

c. When determining whether a voluntary request for a vacant position will be granted the administrator will consider, but not be limited to, the following criteria:

- (1) Program needs
- (2) Teacher qualification
- (3) Teacher certification
- (4) Length of uninterrupted service in the district
- (5) Place of residence of teacher when request is based on energy conservation

d. In the event a request for transfer occurs fifteen (15) days prior to pre-school and during the school year, the teacher must obtain a release from the administrator of the present work center. Said administrator has the sole discretion to deny such request.

e. Documentation regarding leaves will be kept by the home school administration and the Human Resources Department.

###### 2. Involuntary

a. When it becomes necessary to transfer a teacher or teachers, a written notice of transfer will be given to the teacher(s) being transferred as soon as practicable.

b. When a transfer of teachers is necessary all teachers at that work center will be given the opportunity to volunteer.

c. A list of vacant positions in other work centers in the District will be made available to all teachers being transferred.

d. The selection of teachers to fill vacancies will be based on, but not be limited to the following criteria:

- (1) Program needs
- (2) Teacher qualification
- (3) Teacher certification
- (4) Length of uninterrupted service in the District
- (5) Place of residence of teacher when request is based on energy conservation

e. If extremely unusual circumstances arise which may adversely affect the welfare of the teacher or the school, the Superintendent may involuntarily transfer a teacher even though volunteers may be available.

f. In the event that an entire instructional program which receives special funding is moved from one (1) school site to another, the teachers in said program may be involuntarily moved with the program.

###### 3. Administrative Transfers

a. When the principal/worksite administrator and a teacher agree that it is in the best interest of the teacher, students and/or school climate for the teacher to



be transferred to another worksite, the principal/worksite administrator and/or the teacher shall notify the Director of Human Resources.

b. Upon notification, the Director of Human Resources or his/her designee shall meet individually with both the principal/worksite administrator and the teacher to identify the need for an administrative transfer. Following the meeting, the Director of Human Resources shall make a report and recommendation to the Superintendent.

c. The Superintendent may request a meeting with any of the involved parties following receipt of the report. The Superintendent, based on the information presented, may administratively transfer the teacher.

d. If more than one vacancy exists for which the teacher is certified and qualified, the Director of Human Resources shall determine placement. If there is no available vacancy for which the teacher is qualified, the teacher shall be given the opportunity to wait for the first available vacancy.

e. An administrative transfer shall not be used as a form of disciplinary action, nor shall there be any negative/derogatory statements/documents placed in the teacher's personnel file if an administrative transfer is requested, whether or not it is granted.

f. The administrative transfer process shall not be used to circumvent the voluntary or involuntary transfer procedures when they are appropriate to be utilized.

#### B. Vacancies

1. The District shall maintain a twenty-four (24) hour continuous hotline to provide employees with knowledge of bargaining unit vacancies. Information shall be updated on a daily basis and shall include a description of the position or job title, cost center location, and name of the appropriate contact person. The notice shall remain on the hotline for a minimum of three (3) days.

2. A list of known vacancies in all certificated positions in the District for the coming year shall be posted in each work center no later than five (5) working days after the Board takes action on the initial reappointments for the ensuing school year. A current listing of vacancies shall be available in the District office thereafter until the first day of classes. All vacancies shall remain open for five (5) working days until ten (10) working days before the start of pre-planning.

3. The administration may recruit applicants during the school year, prior to the last day of post school, and employ same to fill vacancies that will occur during the following school year, provided that the applicant is seeking a critical area position or is a member of an under-represented class.

4. Such applicant may be employed to fill growth positions or to replace a teacher who is retiring, resigning employment or who is going on extended leave.

5. In the event an annual contract teacher who is employed in a critical area position or is a member of the under-represented class and who has received nothing less than "Satisfactory " (as defined in Article XXXIII, Teacher Evaluation) on the annual assessment is not recommended for reappointment, said teacher will be placed in the District critical area/under-represented class pool to be employed the ensuing year.

6. Critical area positions as described in 5. above shall be determined by the administration with notification provided to the Association by January 1 or prior to beginning recruiting, whichever comes first.

#### ARTICLE XXXV WORKING CONDITIONS

A. The Board, as it deems sufficient, will provide for the purchase of new or replacement textbooks, library books or other instructional materials, supplies and equipment to support the instructional programs of the school.

B. The Board shall establish the F.T.E. values for the purpose of appropriating funds to the schools for the instructional and extra-curricular programs in accordance with Florida Statutes.

C. The principal shall advise the faculty each spring of the projected amount of monies available for the purchase of instructional supplies, materials, and equipment for the coming school year. In developing the instructional program budget for the school, the principal shall seek input from the faculty. The distribution of funds at the school level shall be determined by the building principal after consideration of input from the faculty.

D. Visitation of a teacher's class by persons other than School Board members, administrative/supervisory personnel shall be allowed only after permission has been granted by the building principal no less than twenty-four (24) hours prior to such visitation. Twenty-four (24) hour notice may be waived by the teacher. School tours are exempt from the twenty-four (24) hour notice.

E. The principal shall appoint curriculum representatives (team leaders, department chairpersons, curriculum representatives primary, and/or subject area representatives). Such persons will receive a supplement for duties beyond the normal workday. Such persons will receive a supplement in accordance with the differentiated salaries as found in Appendix B. Teachers shall not be required to serve as curriculum representatives unless they receive the supplement stated above. Curriculum representatives shall be appointed and notified in writing prior to post planning of each year.

F. Teacher participation in extra-curricular activities shall be voluntary. If no teacher volunteers, the principal may assign teachers in order to continue existing student activities.

G. Upon request, the principal may allow a teacher temporary access to his/her classroom or other areas

necessary to carry out work assignment during non-school days or when the building is normally locked.

H. When the administration, after notification by and consultation with the teacher, determines the existence of an unhealthy or hazardous condition, teachers shall not be requested to perform tasks under such conditions. Teachers shall not be required to inspect facilities for bombs.

I. The administration shall determine the need and economic feasibility of providing, the following facilities:

1. A filing cabinet, serviceable chair and desk for each teacher;
2. Appropriately equipped, lighted rest room;
3. Lockable storage space in each classroom;
4. A work area for teachers;
5. A communication system for the school;
6. Air-conditioned classroom;
7. Telephone service available in classrooms and planning areas to teachers for official school business;
8. Parking areas for teachers at each school;
9. Teaching stations for special subject areas;
10. Computer work stations for each teacher for classroom management and instruction;
11. Appropriate safety equipment;
12. Space in each school building for special services/classes; and,
13. Custodial services shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition.

J. School-wide announcements shall be made at certain designated periods. Reasonable effort will be made to avoid unnecessary announcements and interruptions.

K. Reprimands involving the teacher's professional ability, character or integrity shall be conducted in private. In other instances where the behavior of the teacher required immediate action on the part of the

administrator, the administrator will use professional discretion.

L. Profits from food and soft drink vending machines in areas not accessible to students, such as teacher workrooms and/or teacher lounges, shall be expended as determined by the employees in the school. Records of receipts and expenditures of such machines shall be on file with the school's bookkeeper and shall be made available upon reasonable request.

M. When special programs or assemblies are planned, teachers shall be given at least a two (2) day notice.

N. If automatic/electronic telephones are not available at a school site, teachers may be required by the principal to telephone parents of students absent from class in order to ensure communications with the parents regarding unauthorized absence from class by students.

O. Teachers shall be required to keep records and prepare reports as may be required by State and Federal Statutes and Regulations of State Board of Education.

P. The principal may delegate to any teacher the responsibility for the control and direction of the students of the school. Distribution of these duties among teachers available at the designated time will be as equitable as possible.

Q. The Board may provide garments for special subject teachers (e.g. shop, art). Teachers may make recommendations toward establishing priorities on local school funds to be used for this purpose. When such garments are purchased from local school funds, teachers shall wear same in the performance of their applicable duties.

R. Elementary teachers working in self-contained classrooms shall be given a restroom break, as needed, during that portion of the day in which their regular planning period is not scheduled.

S. Teachers shall not be required to check for head lice on a regular basis. In cases of suspected school-wide infestation, as a last resort, teachers may be requested to check for head lice.

T. If a parent becomes verbally abusive to a teacher(s) when no administrator is present, the teacher(s) shall not be expected to remain as a participant in the conference. If the administrator is present during a conference in which a teacher may be verbally abused, the administrator will use his/her professional judgment to determine whether or not the conference will continue. Verbal abuse shall mean screaming/yelling, the repeated use of profanity or threats.

U. Any teacher assigned to more than one room shall have lockable storage space for his/her use.

V. During the time when teachers are not assigned classes, the working day shall be devoted to tasks assigned by the principal or other administrators. Said task shall be assigned in an equitable manner.

W. Provisions shall be made within State Statute compliance for teachers who smoke at each worksite.

**ARTICLE XXXVI  
TERM OF AGREEMENT**

The Board and the Bargaining Agent acknowledge that during the negotiations, which result in this Agreement, each had the right and opportunity to make proposals and counter proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this Agreement.

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors.

The foregoing shall become effective the 1st day of July, 1997, and shall be implemented on the date following ratification by both parties, and shall continue in effect until June 30, 2005, with the exception of reopeners cited in the article "Negotiation Procedures and Guidelines" in which case such reopeners will continue in effect until June 30 of the year in which they are reopened.

The foregoing Agreement was ratified by the Seminole Education Association, Inc., the 1<sup>st</sup> day of August, 1997, and by the School Board of Seminole County, Florida the 22<sup>nd</sup> day of July, 1997.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the first day of August, 1997.

**AMENDED ARTICLES**

The following amended articles shall become effective July 1, 1999 and shall be implemented on the date it is signed by both parties and shall continue until June 30, 2005.

Article VII, Compensation and Expenses  
Article X, Days and Hours  
Article XIX, Other Fringe Benefits  
Article XX, Performance-Based Pay

The foregoing amended articles were ratified by the Seminole Education Association, Inc. on the 6th day of August, 1999 and by the School Board of Seminole County, Florida on the 10th day of August, 1999.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 10<sup>th</sup> day of August, 1999.

Jeff Liskind  
President  
Seminole Education Association, Inc.

Lenny Kelly  
Chairman  
School Board of Seminole County, Florida

Howard R. Harris  
Chief Negotiator  
Seminole Education Association, Inc.

Paul S. Haggerty  
Superintendent  
School Board of Seminole County, Florida

Kenneth Bares  
Executive Director of Human Resources and  
Governmental Relations  
School Board of Seminole County, Florida

APPENDIX A

REGISTER # \_\_\_\_\_  
BARGAINING UNIT \_\_\_\_\_

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA  
OFFICIAL GRIEVANCE FORM

NAME OF GRIEVANT(S) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_ ZIP \_\_\_\_\_

WORK CENTER \_\_\_\_\_ POSITION TITLE \_\_\_\_\_

DATE OF ALLEGED VIOLATION \_\_\_\_\_ DATE FILED \_\_\_\_\_

CONTRACT PROVISION(S) ALLEGED VIOLATION: \_\_\_\_\_

Article/Section/Paragraph \_\_\_\_\_

STATEMENT OF FACTS (BE SPECIFIC): \_\_\_\_\_

REMEDY REQUESTED \_\_\_\_\_

SIGNATURE OF GRIEVANT

\*\*\*\*\*

STEP I: DATE RECEIVED BY ADMINISTRATOR \_\_\_\_\_ INITIAL \_\_\_\_\_

DISPOSITION: DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ BASIS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE MAILED/DELIVERED \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

STEP II: DATE RECEIVED BY SUPERINTENDENT \_\_\_\_\_ INITIAL \_\_\_\_\_

DISPOSITION: DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ BASIS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE MAILED/DELIVERED \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

DISTRIBUTION:

1-Administrator 2-Grievant 3-Employee Relations 4-Bargaining Unit